

MUNICIPAL YEAR 2016/2017 - REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

REPORT OF: Tony Theodoulou
Director of Children's Services

Agenda - Part: 1	Item:
Subject: Agreement to award contract for a <i>Visual Impairment Outreach Service for Children and Young People aged 0-25</i>	
Wards: All wards Key Decision No: KD4401	
Cabinet Member consulted: Director Decision	

Contact officer and telephone number: Caroline Fanning, 020 8379 4286
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1. EXECUTIVE SUMMARY

- 1.1 Following the decision to tender the *Visual Impairment Outreach Service for Children and Young People*, approval is sought to award the contract to Whitefield Academy Trust.

2. RECOMMENDATIONS

- 2.1 That the Director of Children's Services approves the appointment of Whitefield Academy Trust to provide this service.

3. BACKGROUND

- 3.1 Providing an educational support service for children and young people with a visual impairment is an obligation under an obligation under the Children and Families Act 2014 and the Equality Act 2010. The Visual Impairment Outreach Service will meet this statutory requirement.
- 3.2 The Service will be provided for children and young people aged 0-25 years. The current (July 2016) number of Enfield children and young people using this service is 167.

- 3.3 The Service will provide resources and training to empower schools, colleges and Enfield's Schools and Children's Services Department, to meet the needs of visually impaired children and young people.
- 3.4 The Service will provide specialist support that enables children and young people with special educational needs relating to visual impairment, to realise their potential and achieve maximum independence, improving their learning and life outcomes.
- 3.5 The Service will support all visually impaired babies, children and young people to develop communication and learning strategies appropriate to individual needs, improving access to the curriculum.
- 3.6 The Service will complement the medical and clinical provision available to support visually impaired children and young people.
- 3.7 The Service falls under the 'light touch' regime of the Public Contracts Regulations 2015.
- 3.8 Funding for this Service is provided via the Dedicated Schools Grant.
- 3.9 The start date for the contract will be 1st April 2017. The contract will run for 2+1 years.
- 3.10 The proposed service provider is the incumbent provider, so TUPE will not apply at this time.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 There were no alternative options to tendering externally, as the Council is currently unable to provide such an extensive specialist service.

5. REASONS FOR RECOMMENDATIONS

- 5.1 This Service will provide specialist support that enables children and young people with special educational needs relating to visual impairment, to realise their potential and achieve maximum independence, improving their learning and life outcomes. The Service will also ensure that the Council meets its statutory requirements for children and young people with a sensory impairment.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

- 6.1 **Financial Implications**

- 6.1.1 The 2016/17 budget for the Visual Impairment Outreach Service is £93,000. At this stage the same level of Dedicated Schools Grant funding is estimated for 2017/18 but this will be subject to a budget setting process agreed between now and January 2017 and the budget could be subject to further savings.

6.2 Legal Implications

- 6.2.1 The Council is required to provide an educational support service for children and young people with a visual impairment under the Children and Families Act 2014 (and associated Regulations) and the Equality Act 2010, and section 111 of the Local Government Act 1972 authorises the Council to undertake an activity that is necessary or reasonably necessary to implement the discharge of a statutory function. In addition, the general power of competence in section 1 of the Localism Act 2011 permits the Council to do anything an individual can, apart from that which is specifically prohibited. The recommendations within this Report are in accordance with these powers.
- 6.2.2 When carrying out the procurement exercise, the Council must comply with the requirements of the CPRs and the Public Contracts Regulations 2015.
- 6.2.3 The Council must be mindful that TUPE may apply, and appropriate steps should be taken to protect the Council's interests.
- 6.2.4 The resultant contract(s) must be in a form approved by the Assistant Director of Legal and Governance Services.

6.3 Procurement Implications

- 6.3.1 All procurement must be in line with the CPRs, UK and EU regulations.
- 6.3.2 Procurement activity must be run through the London Tenders Portal and all documents uploaded into the Portal.

6.4 Other Implications

6.4.1 Key Risks

- 6.4.1.1 No significant risks have been identified. As the competitive nature of the tender process may have resulted in a change of service provider, sufficient notice had been built into the tender process to accommodate necessary arrangements, should there have been a change to delivery.

7. IMPACT ON COUNCIL PRIORITIES

7.1 Fairness for All

- 7.1.1 The Service will be available for eligible children and young people aged 0-25. It will help to ensure that they receive the same opportunities as those children and young people who do not have a visual impairment.

7.2 Growth and Sustainability

- 7.2.1 The Service will provide specialist support that enables children and young people with special educational needs relating to visual impairment, to realise their potential and achieve maximum independence, improving their learning and life outcomes, and helping them to contribute to the local community and workforce.

8 EQUALITIES IMPACT IMPLICATIONS

- 8.1 A predictive Equalities Impact Assessment has been completed. No negative impacts have been identified. This Service will comply with diversity and equal opportunities requirements.

9 PERFORMANCE MANAGEMENT IMPLICATIONS

- 9.1 This Service will ensure the Council meets statutory requirements under the Children and Families Act 2014 and the Equality Act 2010. The Service will be monitored and measured on its outcomes. Termly reports will be provided to the Council.

10 PUBLIC HEALTH IMPLICATIONS

- 10.1 The Service will help ensure that the health and wellbeing of service users is addressed.

Background Papers

No background papers are included in this report.

MUNICIPAL YEAR 2016/2017 - REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

REPORT OF: Tony Theodoulou
Director of Children's Services

Agenda - Part: 1	Item:
Subject: Agreement to award contract for a <i>Hearing Impairment Outreach Service for Children and Young People aged 0-25</i>	
Wards: All wards Key Decision No: KD4402	
Cabinet Member consulted: Director Decision	

Contact officer and telephone number: Caroline Fanning, 020 8379 4286
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1. EXECUTIVE SUMMARY

- 1.1 Following the decision to tender the *Hearing Impairment Outreach Service for Children and Young People*, approval is sought to award the contract to the London Borough of Haringey Hearing Impairment Team.

2. RECOMMENDATIONS

- 2.1 That the Director of Children's Services approves the appointment of the London Borough of Haringey to provide this service.

3. BACKGROUND

- 3.1 Providing an educational support service for children and young people with a hearing impairment is an obligation under the Children and Families Act 2014 and the Equality Act 2010. The Hearing Impairment Outreach Service will meet this statutory requirement.
- 3.2 The Service will be provided for children and young people aged 0-25 years. The current (July 2016) number of Enfield children and young people using this service is 240.

- 3.3 The Service will provide resources and training to empower schools, colleges and Enfield's Schools and Children's Services Department, to meet the needs of hearing impaired children and young people.
- 3.4 The Service will provide specialist support that enables children and young people with special educational needs relating to hearing loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes.
- 3.5 The Service will support all deaf and hearing impaired babies, children and young people to develop communication and learning strategies appropriate to individual needs, including the use of spoken language and sign language, improving access to the curriculum.
- 3.6 The Service will complement the medical and clinical provision available to support hearing impaired children and young people.
- 3.7 The Service falls under the 'light touch' regime of the Public Contracts Regulations 2015.
- 3.8 Funding for this service is provided via the Dedicated Schools Grant.
- 3.9 The start date for the contract will be 1st April 2017. The contract will run for 2+1 years.
- 3.10 The proposed service provider is the incumbent provider, so TUPE will not apply at this time.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 There were no alternative options to tendering externally, as the Council is currently unable to provide such an extensive specialist service.

5. REASONS FOR RECOMMENDATIONS

- 5.1 This Service will provide specialist support that enables children and young people with special educational needs relating to hearing loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes. The Service will also ensure that the Council meets its statutory requirements for children and young people with a sensory impairment.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

6.1 Financial Implications

- 6.1.1 The 2016/17 budget for the Hearing Impairment Outreach Service is £210,000. At this stage the same level of Dedicated Schools Grant funding is estimated for 2017/18 but this will be subject to a budget setting process agreed between now and January 2017 and the budget could be subject to further savings.

6.2 Legal Implications

- 6.2.1 The Council is required to provide an educational support service for children and young people with a hearing impairment under the Children and Families Act 2014 (and associated Regulations) and the Equality Act 2010, and section 111 of the Local Government Act 1972 authorises the Council to undertake an activity that is necessary or reasonably necessary to implement the discharge of a statutory function. In addition, the general power of competence in section 1 of the Localism Act 2011 permits the Council to do anything an individual can, apart from that which is specifically prohibited. The recommendations within this Report are in accordance with these powers.
- 6.2.2 When carrying out the procurement exercise, the Council must comply with the requirements of the CPRs and the Public Contracts Regulations 2015.
- 6.2.3 The Council must be mindful that TUPE may apply, and appropriate steps should be taken to protect the Council's interests.
- 6.2.4 The resultant contract(s) must be in a form approved by the Assistant Director of Legal and Governance Services.

6.3 Procurement Implications

- 6.3.1 All procurement must be in line with the CPRs, UK and EU regulations.
- 6.3.2 Procurement activity must be run through the London Tenders Portal and all documents uploaded into the Portal.

6.4 Other Implications

6.4.1 Key Risks

- 6.4.1.1 No significant risks have been identified. As the competitive nature of the tender process may have resulted in a change of service provider, sufficient notice had been built into the tender process to accommodate necessary arrangements, should there have been a change to delivery.

7. IMPACT ON COUNCIL PRIORITIES

7.1 Fairness for All

- 7.1.1 The Service will be available for eligible children and young people aged 0-25. It will help to ensure that they receive the same opportunities as those children and young people who do not have a hearing impairment.

7.2 Growth and Sustainability

- 7.2.1 The Service will provide specialist support that enables children and young people with special educational needs relating to hearing loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes, and helping them to contribute to the local community and workforce.

8 EQUALITIES IMPACT IMPLICATIONS

- 8.1 A predictive Equalities Impact Assessment has been completed. No negative impacts have been identified. This Service will comply with diversity and equal opportunities requirements.

9 PERFORMANCE MANAGEMENT IMPLICATIONS

- 9.1 This Service will ensure the Council meets statutory requirements under the Children and Families Act 2014 and the Equality Act 2010. The Service will be monitored and measured on its outcomes. Termly reports will be provided to the Council.

10 PUBLIC HEALTH IMPLICATIONS

- 10.1 The Service will help ensure that the health and wellbeing of service users is addressed.

Background Papers

No background papers are included in this report.

MUNICIPAL YEAR 2016/2017 REPORT NO.

MEETING TITLE AND DATE:

Operational decision of
Director of Schools and
Children's Services

REPORT OF:

Director of Schools and
Children's Services
Contact officer and telephone number:

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Agenda – Part:1	Item:
Subject: Contract for purchase of frozen and grocery foods Wards: All Key Decision No: KD4407	
Cabinet Member consulted:	Cllr Orhan

1. EXECUTIVE SUMMARY

This report provides details of the PAL Group (Procurement Across London) framework for the provision of grocery and frozen foods. It seeks approval to enter into agreements with the awarded supplier.

The London Borough of Havering (PAL Lead Authority) has undertaken a mini-competition for the provision of groceries and frozen foods from the YPO Food Deal 704 framework Contract.

This report seeks approval to enter into a 4 year Contract with the successful supplier of the mini-competition exercise

2. RECOMMENDATIONS

2.1 That approval is given to use the successfully awarded supplier via the PAL Framework contract

3. BACKGROUND

- 3.1 We are currently supplied Grocery and Frozen foods from Thomas Ridley and Brakes Ltd respectively via the PAL framework contract. This contract is due to expire on 31st December 2016.
- 3.2 The PAL was formally named the London Contracts and Supplies Group (LCSG) and is a consortium of London Local Authorities and has a wide range of frameworks, which the Council has used to procure from. Please refer the previous SPB report with the agreement to use the PAL Framework contracts. The Lead of the PAL group is the London Borough of Havering.
- 3.3 Enfield Catering Service is a member of the PAL Group and currently uses its contracts for the purchase of fresh fruit / vegetables, meat as well as frozen and grocery goods.
- 3.4 The advantages of using the PAL collaborative procurement include ensuring best value, as well as sharing best practice. The London Borough of Havering has undertaken a mini competition via the Yorkshire Purchasing Organisation (YPO) Food Deal 704. This is a further competition issued in relation to the YPO UK Food Deal Framework 704 which was procured by YPO in compliance with the Public Contracts Regulations 2015.
- 3.5 The YPO is the largest formally constituted local authority purchasing consortium in the UK, purchasing on behalf of many public bodies. YPO is a joint committee of local authorities. It consists of 13 founding member authorities currently has 41 Associate Members. These Associate Members are local authorities (including some police and fire authorities) who have committed to work with YPO.
- 3.6 Following the Havering-led mini competition each participating body will make its own individual call off from the YPO Food Deal framework. The intention is to switch from two suppliers (i.e. one Frozen and one Grocery) to a "multi-temp" contract, which will bring further savings and have operational benefits.
This business case is therefore seeking approval to use the successfully awarded supplier as detailed in part 2.

4. ALTERNATIVE OPTIONS CONSIDERED

Going out to tender independently was considered but it was felt that the prices from a higher volume of purchase in association with other London Boroughs would provide greater value for money and ensure closer monitoring of performance and quality.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The PAL framework contracts represent best value for the council and are accessed by several London Boroughs, with large volume purchasing. Going out to tender independently was considered but it was felt that the prices from a higher volume of purchase would provide greater value for money and ensure closer monitoring of performance and quality. The group regularly meet to ensure that common ingredients are purchased and thus achieving the best price.
- 5.2 A saving of between 5 and 10% is anticipated from moving to a joint frozen and grocery contract.
- 5.3 Furthermore, being a member of the PAL enables Enfield to share and gain best practice as well as influencing the provision of food across London schools.
- 5.4 The use of the framework will assist the Council in maintaining the Food for Life Catering Mark Award.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

6.1 Financial Implications

With reference to the figures, produced by Havering, in section 3.7 and 3.8 it is proposed that the new contract will generate an average saving in terms of frozen and grocery foods. This will be factored into the future budget for frozen and grocery foods. By sourcing the food at a lower cost it will offer the opportunity of generating a marginally larger surplus each year within the overall service or could be factored in to setting a new meal cost which is set to recover the cost at present.

6.2 Legal Implications

- 6.2.1 Section 512 of the Education Act 1996 permits a local authority to provide registered pupils at any school maintained by them with milk, meals and other refreshments either on the school premises or at any other place. The power to enter into contracts to provide such facilities and services is contained in Section 111 of the Local Government Act 1972 which permits a local authority to do anything ancillary to, incidental to or conducive to the discharge of any of its functions. In addition, the Council has the power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

6.2.2 The call-off contract must be in accordance with the relevant Framework, and in a form approved by the Assistant Director of Legal and Governance Services.

6.3 Property Implications

6.4 Procurement Implications

The combined value of these Contracts exceeds the thresholds detailed within the Public Contract Regulations 2015 for Supply, Services and Design Contracts. As a result the Council must ensure the Procurement process is compliant with the regulations.

As permitted under Regulation 33 of the Public Contract Regulations and Contract Procedure rule (8.2) the Council may use Framework agreements to procure goods, services and works on the condition there is an acceptable framework available for use by the Council. An assessment has been conducted by the Procurement team to review that the scope and terms of the Framework are fit for purpose and that the Framework offers the Council best value and legal compliance.

The Procurement team has conducted a review of the Framework utilising the Corporate Procurement Due Diligence Check Sheet and can confirm the following;

- The Framework was set up in accordance with the Public Contract Regulations 2015, an OJEU notice was published (OJEU Ref 2016/S 153-277690)
- The Framework started on 01/07/2016 and is valid until 31/12/2019. The Framework also has an extension option which extends the agreement until 30/06/2019. Furthermore in accordance with (Recital 62 of the Public Procurement Directive) Call-off contracts based on Framework agreements may be for longer than four years, and may extend beyond the expiry date of the Framework. As a result the term of the Proposed Contract is allowable under this YPO UK Food Deal 704 Framework..
- This review has confirmed that the Scope of both of the proposed Contract is covered by the Scope of the Framework.
- The Framework is available for use nationally by any Public Sector Body in the UK including, but not limited to Local Authority Establishments.
- The Framework permits both call-off without Competition and call-off with further competition

The Procurement team is satisfied that this Framework is fit for purpose and recommends the use of YPO UK Food Deal 704 Framework to procure a multi-temperature drop solution for the provision of groceries and frozen food.

The London Borough of Havering is leading a mini competition exercise from this framework. Following completion of the competition each participating body will make its own individual call off from the YPO food deal framework.

None

7. KEY RISKS

Quality of products; We will closely monitor the quality of the products especially given the change in Supplier for Grocery foods. However, many of these will be the same as currently used (as many of our products are branded goods, and these are supplied by the awarded supplier). For frozen foods, the Supplier will not change so the risk of this is reduced.

Delivery schedules; The suppliers are aware of our delivery frequency requirements, as this was detailed in the ITT. However we plan to set up mobilisation meetings that will address this in further detail down to the level of each individual site.

There is a risk that the selected suppliers may go out of business. This is highly unlikely given that the Suppliers are well-established large catering supply companies and the high value of the contract.
Price increases; the suppliers will give 30 days' notice of any price increases. These will be monitored and any explanation of price increases will be sought if necessary.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

This contract will support all pupils (including those in receipt of a free school meal) and our culturally diverse menu.

8.2 Growth and Sustainability

Sustainable development, environmental issues, fair trade and social responsibilities were covered as part of the specifications

8.3 Strong Communities

Catering Services aims to provide healthy, nutritious food to the children and young people in Enfield that meets the Government's Food and nutrient-based standards. The contract will further support this aim.

9. EQUALITIES IMPACT IMPLICATIONS

An equalities impact assessment / analysis is not relevant for the proposal. The renewal of catering contracts is not dependant on meeting demands from individual schools who should be assessing their individual needs to meet the requirements of their particular school communities.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

11. HEALTH AND SAFETY IMPLICATIONS

None

12. HR IMPLICATIONS

None

13. PUBLIC HEALTH IMPLICATIONS

Our menus meet the Government's Food and nutrient-based standards. The contract will further support this aim, with the possibility of sharing menu information / good practice within the PAL.

Background Papers

None