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## **London Borough of Enfield**

**[Committee Name]**

**Meeting Date**

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**Subject: Healthwatch Enfield contract retender**

**Cabinet Member: Councillor Cazimoglu**

**Executive Director: Tony Theodoulou**

**Key Decision: KD 5227**

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### **Purpose of Report**

1. To advise Scrutiny of the renewal of the statutory Healthwatch Enfield service and the current position of the competitive tender process.

### **Proposal(s)**

2. That Scrutiny note the progress of the tender and the timetable involved in the tender of the statutory service.

### **Reason for Proposal(s)**

3. Due to the constraint in timescales, it was felt prudent that Scrutiny be made aware of the tender at a point where useful information could be shared for discussion.

### **Relevance to the Council Plan**

4. One of the pledges within the Corporate Plan is to 'Sustain strong and healthy communities by protecting those most in need by continuing to deliver the services and safeguarding measures they rely on'.

The HealthWatch function is an independent champion for the local community, ensuring that the local health and care service deliver quality appropriate services.

### **Background**

5. The Health and Social care Act 2012 introduced a statutory function for local authorities to establish a local Healthwatch organisation to ensure that public

and service users have a voice that influences local health and social care services.

6. At a Full Council meeting on the 17<sup>th</sup> July 2013 Members approved the creation of a Community Interest Company, named as Enfield Consumers of Care and Health Organisation (ECCHO). Enfield Council initially funded ECCHO to provide the local Healthwatch function in Enfield. ECCHO is an entirely independent entity to Enfield Council and continues to be the current provider of the Healthwatch function in accordance with a Service Level Agreement entered into between Enfield Council and ECCHO.
7. ECCHO changed its company name to Combining Opinions To Generate Solutions Community Interest Company ('COTGSCIC'), company number: 8484607 and is generally known and referred to as 'Healthwatch Enfield'.
8. Healthwatch Enfield being the current provider, delivers the role of an independent consumer champion. Engaging with and involving individuals, organisations, professionals and the wider public to become active in making genuine improvements in health and social care services in Enfield.
9. Healthwatch Enfield has a seat on the Health and Wellbeing Board ensuring that the views of patients, service users, carers and others are considered when preparing commissioning strategies including the Joint Strategic Needs Assessment.
10. The core functions of Healthwatch are set out in the Local Government and Public Involvement in Health Act 2007 section 221, as amended by the Health and Social Care Act 2012 section 182, and are as follows:
  - (a) promoting and supporting the involvement of local people in the commissioning, provision and scrutiny of local social care and health services;
  - (b) enabling people to monitor and review the commissioning and provision of local health and care services as to: a) the standard of provision of local health and care services; b) whether, and how, local care services *could* be improved; c) whether, and how, local care services *ought* to be improved;
  - (c) obtaining the views of people about their needs for, and their experiences of, local care services;
  - (d) making such views known and making reports and positive recommendations and options about how local care services could or ought to be improved to persons responsible for commissioning, providing, managing or scrutinising local care services, and to Healthwatch England;
  - (e) providing advice and information about access to local care services and about choices that may be made with respect to aspects of those services;
  - (f) reaching views on the matters mentioned in 2 above and making those views known to Healthwatch England;
  - (g) making recommendations to Healthwatch England to advise the Care Quality Commission about special reviews or investigations to conduct (or, where the circumstances justify doing so, making such recommendations direct to the CQC);

- (h) making recommendations to Healthwatch England to publish reports under section 45C (3) of the Health and Social Care Act 2008 about particular matters; and
  - (i) giving Healthwatch England such assistance as it may require enabling it to carry out its functions effectively, efficiently and economically.
- 5.7 The Council has a duty to ensure that the Local Healthwatch provides a value for money service. Work undertaken by Healthwatch Enfield feeds into the Health and Wellbeing Board and prompts real change in local services.
- 5.8 The tender process has to ensure that due to the Healthwatch function of independent oversight, that any incoming provider has no conflict of interests in the borough and ensure there is a clear separation between any current functions undertaken and the Healthwatch function role.
- 5.9 The new contract will ensure that any new funded projects undertaken by the provider must be declared immediately and accounted for separately; to guarantee that there is no future conflict of interests. The Provider must also declare all current contracts they are delivering, their duration and value. Which will include contracts with Enfield Council, other boroughs and any Clinical Commissioning Groups or NHS Trust.
- 5.10 Prior to going to tender, consultation took place with Healthwatch England around the specification. This provided valuable insight into best practice from other local authorities, which has been reflected through Enfield's specification.
- 5.11 Publication of the tender took place on the 18<sup>th</sup> September 2020 through the London Tenders Portal. Tender closing date was the 19<sup>th</sup> October 2020.
- 5.12 There were seven expressions of interest but only five submitted a final compliant bid.
- 5.13 Evaluation of the bids was based upon 60% quality 40% price.
- 5.14 Presentations from shortlisted providers will take place on the 27<sup>th</sup> October 2020. The decision will then follow governance procedures for contract award approval; going to People's EMT in November, CMT in December and Cabinet in January.
- 5.15 We have created an indicative sum of £145,000 per annum for the contract. A reduction in budget from the start of the current contract but in line with a bench marking exercise, placing Enfield just over the Median cost.
- 5.16 Contract commencement will be the 1<sup>st</sup> April 2021. This is for an initial period of three (3) years with two options to extend by two (2) years each (that is 3 + 2 +2). Potential total contract length seven (7) years.

## **Main Considerations for the Council**

6. That it commissions an independent organisation to fulfil the statutory function of patient and public involvement in health and social care whilst delivering Value for Money.

## **Equalities Impact of the Proposal**

7. There are no changes to the key focus of this contract. As the community Champion it is a requirement that harder to reach groups are engaged with to ensure they can help to shape services for their community.

## **Risks that may arise if the proposed decision and related work is not taken**

8. Enfield Council is required under the Health and Social Care Act 2012 to ensure an independent local Healthwatch provision is delivered. The retender through a competitive process allows Enfield Council to meet Statutory requirements

## **Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks**

9. None identified

## **Financial Implications**

10. As stated above the current contract price for the Healthwatch Enfield contract is £145k per annum. Tenders for the new contract will be assessed on both price 40% and quality 60%. This cost of the contract will be contained within the Adult Social Care People's budget. *(Nick Patel 13/10/20)*

## **Legal Implications**

- 11.1 The Council, under s.111 Local Government Act 1972 has power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. The Council also has a general power of competence under s.1(1) Localism Act 2011 to do anything that individuals generally may do, provided it is not prohibited by legislation and subject to Public Law principles.
- 11.2 The Council has a statutory duty under s.221 Local Government and Public Involvement in Health Act 2007 (as amended by the Health and Social Care Act 2012) to make contractual arrangements for ensuring that certain activities set out in that section are carried on in the Council's area. These activities include promoting, supporting and enabling local people to be involved in the commissioning, provision and scrutiny of local care services. Only one set of arrangement can be in place at any one time in the Council's area. S.222 further requires the contractual arrangements to be made with a social enterprise. The Council must ensure that the organisation it engages with, meets the requirements of the Regulations relating to governance and Local Authority contractual arrangements and

have regard to any conflict of interest guidance issued by the Secretary of State.

11.3 The Council must comply with all requirements of its Constitution, and in particular, the Contract Procedure Rules (CPRs) in addition to the Public Contracts Regulations 2015 (PCRs 2015), and EU Treaty Principles. The public procurement that is to lead to the award of the contract must be fair, transparent and non-discriminatory, ensuring that all potential providers of the HealthWatch service are treated equally and afforded an equal opportunity to bid for the contract that is the subject of this report.

11.4 The contract to be entered into must be in a form approved by the Director of Governance and Law and for all contracts over £500,000 in value:

12.4.1 the contract must be executed as a deed by the use of the council's common seal; and

12.4.2 The decision shall constitute a key decision and so the key decision processes must be followed as laid out in the council's constitution.

*(Senol Mustafa 16/10/20)*

### **Workforce Implications**

12. There are no workforce implications as Enfield staff are not involved in the supply of this contract. If there is a change of provider, staff with the incumbent provider will TUPE over.

### **Other Implications – Procurement Implications**

13.1 Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015).

13.2 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.

13.3 All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.

13.4 The procurement is being undertaken through an Open Competitive process of the EU procurement directives. This is to ensure the most amount of competition and demonstrate value for money.

13.5 It is expected the service will carry out effective contract management to ensure that VFM is maintained throughout the lifetime of the contract. That scheduled contract reviews are carried out in order to determine long terms plans for the services. These reviews should include the monitoring of equalities within the contract, and that the supplier is not supporting Modern Slavery. *(Claire Reilly 15/10/20)*

## **Options Considered**

14. None as this is a statutory service.

## **Conclusions**

15. The contents of the report are noted, and Scrutiny are updated on this tender as the timeline progresses.

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**Appendices – None**

## **Background Papers**

The following documents have been relied on in the preparation of this report:

**None**