



Executive
22 April 2014

**Report from the Strategic Director of
Environment and Neighbourhoods and the
Director of Children and Families**

For Action

Wards Affected: ALL

**Authority to tender a domestic violence advocacy, family support
and MARAC coordination service**

1.0 SUMMARY

- 1.1. This report concerns the procurement of a domestic violence advocacy (IDVA service), family support and a multi-agency risk assessment conference (MARAC) coordination service. It seeks authority from the Executive to invite tenders for the IDVA and MARAC services as required by Contract Standing Orders 88 and 89.

2.0 RECOMMENDATIONS

- 2.1 That the Executive gives approval to officers to invite tenders to provide a domestic violence advocacy for women 16 years old and over and MARAC coordination service for all high risk victims.
- 2.2 That the Executive approves the pre-tender considerations and the proposed evaluation criteria set out in paragraph 5.1 of this report.

3.0 BACKGROUND

- 3.1 A domestic violence advocacy service consists of Independent Domestic Violence Advisors (IDVAs) whose main purpose is to address the safety of survivors at high risk of harm (as defined by CAADA – Coordinated Action Against Domestic Abuse) from intimate partners, ex-partners or family members to secure their safety and the safety of their children. The staff delivering these services are experienced and qualified staff able to assess risk and support women with safety planning, risk management and practical support, either before, during or after separation from the perpetrator of the violence.
- 3.2 They provide a range of interventions including: practical and emotional support; advice and information; referrals to other specialist services such as mental health, and drug and alcohol agencies; access to refuge, emergency and supported housing; support to attend

court; legal appointments and help with DIY injunctions; support in understanding the Criminal and Civil Justice Systems; and representing victims at the MARAC.

- 3.3 Serving as a survivor's primary point of contact, IDVAs normally work with their client from the point of crisis to assess the level of risk, discuss the range of suitable options and develop safety plans. They work over the short to medium term to put their clients 'on the path' to long-term safety.
- 3.4 MARAC is a meeting where information is shared on the highest risk domestic abuse cases between representatives of local police, health, child protection, housing practitioners, IDVAs and other specialists from the statutory and voluntary sectors. After sharing all relevant information they have about a victim/survivor, the representatives discuss options for increasing the safety of the victim/survivor and turn these into a co-ordinated action plan.
- 3.5 The main focus of the MARAC is on managing the risk to the adult victim/survivor but in doing this it will also consider other family members including any children involved and managing the behaviour of the perpetrator. Information shared at the MARAC is confidential and is only used for the purpose of reducing the risk of harm to those at risk.
- 3.6 In Brent, ADVANCE has been delivering the IDVA services under contract since April 2009, subcontracting the MARAC coordination part of the contract to Standing Together since February 2012. Prior to this date the MARAC coordination was delivered in-house through Community Safety Team staff. The initial contract with Advance ended in March 2012. At the February 2012 Executive approval was given to agree an exemption to invite tenders as set out by Contract Standing Order 88 and to award a further contract to Advance for an initial twelve month period with an option to extend for two further twelve months periods. This approach was recommended as market testing at the time suggested a lack of viable alternative providers and Advance was considered a high performing contractor. Since this time, the market has changed and there is now increased interest in this work and type of contract.
- 3.7 The February 2012 report stated the ADVANCE contract would cost the Council £70,000 per annum with the remainder of the £295,800 budget being raised through 'a variety of charitable means' each financial year. Although ADVANCE has brought in additional funding to Brent, the current contract cost to the Council is significantly larger than £70,000 per annum and the shortfall has been covered by one-off underspends in the Community Safety budget.
- 3.8 Brent Community Safety has funded ADVANCE for differing amounts over the last two years including the contract extension. In 2012/13, the invoices paid by the Council totalled £360,000 but in 2013/14, the Council paid £200,000. The main difference in the contract value is due to Community Safety underspend in 2012/13 funding children's service IDVAs in 2013/14.
- 3.9 ADVANCE's current Brent advocacy service consists of three staff and a manager based in Wembley Police Station and two IDVAs co-located in Brent's Children and Families' Department working in Early Years and Brent's Family Solutions Team. ADVANCE also provides two family support workers based in the Family Solutions Team and Early Years.

There are no plans to continue with the Early Years' family support worker due to funding pressures, and this member of staff is on a fixed term contract until August.

- 3.10 The proposal is to alter the current specification and procure a service consisting of a manager and 3 IDVAs based in Wembley Police Station, along with 2 IDVAs and a family support worker based in Early Years and The Family Solutions team. The family support worker offers an intervention model that provides direct support for children and their non-abusive mothers, preventing the long-term trauma, and providing a range of positive outcomes for children. It supports children's school attendance, promotes their mental well-being, and their physical and other aspects of safety, helping to reduce and prevent future domestic violence.
- 3.11 Through working with the family support worker, children increase their understanding of the nature of domestic violence, learn that it is not their fault and that they are not the only ones experiencing this, improve their ability to communicate in general and about their experiences in particular, and learn how to deal with their feelings.
- 3.12 The total funding available from Community Safety is £190,000 per annum which covers three IDVAs, the MARAC coordination and part of the manager's salary (£35,000) Brent's Children and Families department are providing £150,000 which covers the 2 IDVAs, a family support worker and additional contribution to the manager's salary.
- 3.13 Although Community Safety does not have the same level of funding as previous years, there are some potentially creative ways of increasing capacity whilst keeping the cost down. Funding has been identified from underspend in 2013/14 for two existing substance misuse staff to attend CAADA's accredited IDVA training course. This will increase Brent's IDVA capacity to work with complex need clients at a minimal cost of £5,600. It will also support substance misuse staff in developing better domestic violence screening and safety planning skills through seminars, training and advice offered by the IDVA trained substance misuse worker. The service specification for this contract will include a clause building in specialist domestic violence case work supervision for these two staff.

4.0 CONTRACT REQUIREMENTS

- 4.1 It is proposed to re-tender the service for a two-year period using a new service specification, with the option to extend for a further one year period if funding is available.
- 4.2 The intention is to ensure we select a service provider who will deliver high quality interventions to Brent's diverse community. They will demonstrate their ability to forge effective partnerships with other local services to deliver high quality holistic care to vulnerable victims/survivors and their families.
- 4.3 Subject to appropriate agreement with the Clinical Commissioning Group (CCG), the intention would be to include within the contract the option for certain training services. The CCG is preparing a business case for their board, recommending the purchase of a domestic violence training, support and referral programme for primary care. ISIS (Identification and Referral to Improve Safety) is a model founded on partnership work between primary care and specialist domestic violence agencies aimed at increasing GPs and other primary care staff's confidence in asking their patients about domestic violence with onward referral into specialist support and interventions at the practice provided by the

domestic violence agency. This commissioning intention will be mentioned within the contract so any future training requirements in primary care can be accessed.

- 4.4 The service will collect data to support future Brent domestic violence needs assessments including demographics, referral sources, and comply with CAADA's reporting requirements for a local MARAC. This includes recording the number of cases discussed, and monitoring repeat referrals to the MARAC, referral sources, and equalities data including the number of male victims, victims with a disability, victims aged 16-17, BME and LGBT referrals.
- 4.5 The contractor will be carefully monitored to evaluate value for money and levels of customer service, with regular reports to demonstrate the key advocacy outcomes. There will be a full equalities' breakdown across all these outcomes:

Outcomes	Indicator	Outcome Measures
Increased Safety	<p>Cessation of abuse (physical, sexual, harassment / stalking and jealous/ controlling behaviours)</p> <p>Risk of further harm.</p> <p>Sustainability of the reduction in risk.</p> <p>Changes to feelings of safety.</p> <p>Changes to feeling afraid.</p> <p>The creation of a safety plan and impact of this support</p>	<p>% of women whose risk is reduced after using the service</p> <p>% of women who report feeling safer after using the service</p> <p>% of women reporting a cessation of physical abuse, emotional abuse, harassment and controlling behaviours</p>
Improved Health & Wellbeing	<p>Improvements to quality of life.</p> <p>Client outcomes achieved and their impact measured across a series of domains:</p> <ol style="list-style-type: none"> Health & Wellbeing: improved coping strategies; engagement with mental health, substance misuse & other health services; client accessing specialist counselling or IAPT Accommodation: secure and safe housing Support networks – positive change in client's support networks; reduction in isolation Legal issues Financial – improvement in 	<p>% of women reporting an improved quality of life after using the service</p> <p>% of survivors reporting a positive change in their support needs as a result of support from the IDVA service compared with intake</p>

	<p>financial independence and situation</p> <p>6. Children – positive outcomes recorded in relationship with their children and for the children</p> <p>7. Education, training & employment – positive outcomes in learning and work</p> <p>8. Empowerment and self-esteem – positive changes in self-esteem and feelings of self-efficacy. Patterns of behaviour changing.</p>	
Increased confidence to access interventions and support	<p>Confidence knowing how to access help and support.</p> <p>Has 'improved access to help and support' been achieved and what impact has this had? Evidenced through questionnaire and self-report</p>	% of survivors who feel confident in knowing how and where to access help and support compared to intake

4.6 Brent Children and Families Department will be monitoring the following outcomes:

Outcomes	Indicator	Outcome Measures
Improved access to specialist support services for survivors of domestic violence who have used children and family services	% of women who engaged with services after being referred by children and family services	At least 75% - 80% should be engaged with services on an on-going basis.
Increased knowledge by survivors of how and where to access support	% of survivors who feel confident in knowing how to access help and support compared to intake	At least 99% report of feeling confident in knowing how to access help and support in the future.
Improved feeling of being supported by survivors as a result of using services	% of survivors reporting a positive change in their support needs as a result of support from the IDVA service compared with intake	At least 85% of women reporting feeling supported following engagement.
Increased physical and emotional safety for survivors of domestic violence after receiving support services	<p>% of survivors who report feeling safer at the point of exiting services compared with intake</p> <p>% of survivors for whom their</p>	<p>At least a 90% report of feeling safer after using services.</p> <p>At least a 75% reduction in physical abuse</p>

	risk has been reduced since using services	83% reduction in sexual abuse experience 62% reduction in harassment and stalking 69% reduction in jealous and controlling behaviours
Improved quality of life experienced by survivors as a result of using services	% of survivors who report an improved quality of life compared with intake	At least 85% of women felt their quality of life had improved after using services.
Children and Young People feeling more supported in relation to their experiences of domestic abuse	% of children and young people reporting a positive change since engagement with the family support worker	At least 85% of identified young people are safer, more settled, have better relationships with parents/carers and have better routines arising from the involvement of IDVA support.
Improvement in the knowledge and expertise of locality social workers including children with disability team social worker around domestic abuse and the impact on children and young people	% of social workers who attended training identified that their understanding has improved and that they could apply what was learned to their practice	At least 80% of social workers should have attended training At least 100% of Managers reporting improvement in staff recognising domestic abuse, being able to apply relevant theories and research within assessment and reflecting on these issues in supervision

5.0 PRE-TENDER CONSIDERATIONS

- 5.1 In accordance with Contract Standing Orders 88 and 89, pre-tender considerations have been set out below for the approval of the Executive.

Ref.	Requirement	Response
(i)	The nature of the service.	Independent Domestic Violence Advocacy, family support and MARAC coordination service
(ii)	The future estimated value of the contract	The future estimated value of the contract is £1,020,000 over the maximum 3 year term of the contract, including the possible extension period of 1 year. This consists of an estimated potential spend of up to £340,000 per annum.
(iii)	The contract term.	The contract will be for a fixed period of 2 years with an optional 1 year extension (subject to funding) maximum 3

Ref.	Requirement	Response	
		year contract term.	
(iv)	The tender procedure to be adopted.	<p>Due to the constricted marketplace an Open, one stage, tender process will be used in accordance with the Council's Standing Orders.</p> <p>As the services are classed as Part B Services under the Public Contract Regulations 2006 ("the Regulations") the Regulations apply only in part to the tender (adoption of technical specification and forwarding of Contract Award notice etc.)</p>	
(v)	The procurement timetable.	Indicative dates are: Invite to tender Deadline for tender submissions Panel evaluation Report to Executive for approval to award Mobilisation date Contract start date	14 May 2014 30 Jun 2014 30 Jun – 30 Jul 2014 15 Sept 2014 Oct 2014 1 Nov 2014
(vi)	The evaluation criteria and process.	<p>1) Although this is an open or one stage tender process a pre-qualification questionnaire ("PQQ") will be issued with the tender documents and potential suppliers will be required to complete the PQQ as part of their tender offer in order to ensure any potential suppliers meet the Council's financial standing requirements, health, safety and environmental standards, technical capacity and technical expertise. Only after assessment of their PQQ responses will their tender move forward to be evaluated by the evaluation panel.</p> <p>2) The panel will evaluate the tenders to establish the Most Economically Advantageous tender offer having regard to price and quality elements.</p> <p>Price will consist of 40% of the evaluation weightings.</p> <p>Quality will consist of 60% of the evaluation weightings and the quality assessment will be evaluated using the following criteria:</p>	

Ref.	Requirement	Response
		<ul style="list-style-type: none"> • Quality – 60% <ul style="list-style-type: none"> ○ Demonstration of technical compliance for the delivery of the service specification ○ Delivery Programme / Methodology as demonstrated by the method statements offered by the tenderer ○ Application of project resources to the delivery of service requirements ○ Application of previous experience to delivery of service requirements ○ Application of innovation to the delivery of the service requirements ○ Proposals for partnership working with the Council and other agencies ○ How the provider will manage child protection and safeguarding concerns within the service ○ Added Value the provider brings to the contract ○ How equality considerations will be delivered by the service ○ How the provider will apply user involvement to improve the quality of service delivery ○ How the provider will deliver an effective service to complex need clients (offender, substance misuse, mental health backgrounds)
(vii)	Any business risks associated with entering the contract.	Central government currently contributes £35k to Brent's IDVA service and MARAC provision, but this could be reduced during the length of this contract. Violence Against Women and Girls (VAWG) is currently a central government and Mayoral priority, and locally a Safer Brent Partnership priority.
(viii)	The Council's Best Value duties.	The Council has a duty under Best Value to secure cost-effective and efficient services that meet the needs of the Borough's customers.
(ix)	Any staffing implications, including TUPE and pensions.	TBC – The Council is awaiting information back from incumbent supplier. See sections 7.4 and 9.0 below.

5.2 The Executive is asked to give its approval to these proposals as set out in the recommendations and in accordance with Standing Order 89.

6.0 FINANCIAL IMPLICATIONS

- 6.1 The estimated contract price is £340,000 per annum. £190,000 will be funded from the Community Safety budget and £150,000 will be funded from the Children's & Young People budget.
- 6.2 The contract is for an initial two years because the Community Safety Team and Children and Families Department have identified funding to cover this period. The financial picture is less certain after this, which is why the contract will have an option to extend for a further year subject to funding availability.
- 6.3 Contract management and monitoring will be undertaken through existing Community Safety and Children and Families Department staff. Consequently, there are no additional revenue implications resulting from this contract re-tender.

7.0 LEGAL IMPLICATIONS

- 7.1 The contract for a domestic violence advocacy, family support and MARAC coordination provider is a Part B (residual) service under the Public Contracts Regulations 2006 ("EU Regulations") and thus only subject to partial application of the EU Regulations when tendering to include technical specifications and the need to publish a Contract Award Notice in the OJEU within 48 days of contract award. Where such services are of interest to providers located in other EU Member States, they must be procured in line with the Treaty on the Functioning of the European Union in respect of non-discrimination, equal treatment, fairness and transparency in the award process.
- 7.2 The estimated value of the contract proposed to be tendered in this report over its term (including possible extensions) is in excess of £250,000. As such the contract, once let, will be deemed a High Value contract for the purposes of the Council's Contract Standing Orders and Financial Regulations and thus Executive approval is required to invite and evaluate tenders for the contract.
- 7.3 Once the tendering process is undertaken Officers will report back to the Executive in accordance with Contract Standing Orders explaining the process undertaken in tendering the contracts and recommending award.
- 7.4 In the present case, there is an incumbent provider currently providing the service being procured. As a result, the Transfer of Employment (Protection of Employment) Regulations 2006 ("TUPE") is likely to apply so as to transfer from the current contractor to the new contractor those employees of the current contractor who spend all or most of their working time on the activities taken over by the new contractor. Subject to the right of the transferring employee to object to transferring, the employee's contract of employment would transfer to the new contractor by virtue of operation of TUPE. Further information concerning the staffing issues is detailed in paragraph 9 of this report.

8.0 DIVERSITY IMPLICATIONS

- 8.1 The public sector duty is set out at Section 149 of the Equality Act 2010. It requires the Council, when exercising its functions, to have due regard to the need to eliminate discrimination, harassment and victimisation and other conduct under the Act, and to

advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not share that protected characteristic.

- 8.2. A protected characteristic is defined in the Act as:
- Age
 - Disability
 - Gender reassignment
 - Pregnancy and maternity
 - Race (including ethnic or national origins, colour or nationality)
 - Religion or belief
 - Sex
 - Sexual orientation
- 8.3 Marriage and civil partnership are also a protected characteristic for the purposes of the duty to eliminate discrimination. The previous public sector equalities duties only covered race, disability and gender.
- 8.4 The proposals in this report have been subject to screening and there are considered to be no negative equalities implications.
- 8.5 The advocacy service will work with women aged 16+. This is because evidence from crime statistics, research and practice demonstrates that domestic violence impacts disproportionately on women, and the vast majority of those who use violence and other abusive behaviours to control and dominate in relationships are heterosexual men. The gender of both victim and perpetrator influences behaviour and the severity of risk and harm caused. 54% of female murder victims aged 16 or over were killed by their partner, ex-partner or lover; in contrast, 5% of male victims aged 16 or over were murdered by their partner, ex-partner or lover (Smith K. Homicide, fire arm offences and intimate violence 2009/10. Home Office 2011)
- 8.6 Whilst men and women can both be perpetrators, there are significant differences in the way men and women use violence and abuse against their partners or family members. A 6 year longitudinal study in the UK found men inflict more violence than women and are significantly more likely than women to use physical violence, threats, harassment and to damage property. Men tend to be perpetrators of repeat and escalating violence. 89% of victims of the most severe ongoing violence (i.e. four incidents or more) are women (Walby S, Allen J. Home Office Research Study 2004)
- 8.7 The successful provider will be expected to signpost male victims to either Victim Support or Broken Rainbow, an LGBT domestic violence charity, and develop effective referral pathways. The MARAC hears cases concerning both high risk female and male victims, and the coordinator will collate equalities' data as part of the contract including gender, disability, sexuality, ethnicity, and age (with particular interest in young victims and perpetrators).
- 8.8 The advocacy service will be monitored on their ability to deliver effective services to BME women, and to link in with other local partners to facilitate this including the Asian Women's Resource Centre and EACH's London Council's funded part-time Ascent domestic violence counsellor.

9.0 STAFFING / ACCOMMODATION IMPLICATIONS (IF APPROPRIATE)

- 9.1 The current provision of domestic violence advocacy, family support and MARAC coordination to the Council is delivered by ADVANCE subcontracting the MARAC coordination component to Standing Together and as such there are no implications for Council staff, or accommodation arising from the tendering of these services.
- 9.2 The Police provide accommodation for the 3 community safety funded IDVAs and manager based within the police station. Brent Children and Families department's staff will be accommodated within Brent Civic Centre and will continue to be located within Wembley Locality Team, although working across all the locality teams. The cost of this accommodation will be covered by the Council and not passed onto the provider. Work will be monitored by the Advanced Practitioner.
- 9.3 Following re-tender of the services, if a contractor other than the incumbent is successful, the Transfer of Employment (Protection of Employment) Regulations 2006, ("TUPE") is likely to apply to existing ADVANCE staff so as to transfer from the current to the new contractor those employees of the current contractor who spend all or most of their working time on the activities taken over by the new contractor. The TUPE implications will be considered by Officers as part of the procurement exercise and TUPE information will be made available to bidders if appropriate to enable tender process to be compiled.
- 9.4 These TUPE arrangements would have no implications for Council staff or accommodation requirements for the Council.

10.0 PUBLIC SERVICES SOCIAL VALUE ACT 2012

- 10.1 Since 31st January 2013, the Council, in common with all public authorities subject to the Regulations, has been under a duty pursuant to the Public Services (Social Value) Act 2012 to consider how the services being procured might improve the economic, social and environmental well-being of its area; and how, in conducting the procurement process, the Council might act with a view to securing that improvement; and whether the Council should undertake consultation. This duty applies to this procurement of the proposed contract as a Part B service contract over the threshold for application of the EU Regulations and as such is subject to the requirements of the Public Services (Social Value) Act 2012.
- 10.2 The services being procured promote social and environmental well being by safeguarding vulnerable victims/survivors and children, and the wider community from the harmful impact of domestic violence. They also increase the economic well-being of those affected by domestic violence by increasing their financial independence away from the control of their abusers.
- 10.3 The tender will ask providers a specific question about the Social Value Act and how they propose to deliver additional economic, social and environmental benefits through this contract.

BACKGROUND PAPERS

13th February 2012 Executive Report: Exemption from approval to invite tenders for Independent Domestic Violence Advisor Service

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