

	<b>Decision for Cabinet Member for Children, Young People and Schools</b>
	<b>Report from the Corporate Director, Children Young People and Community Development</b>
<b>Approval to Waive Contract Standing Orders to Permit Procurement of a Contract for a Targeted Early Intervention Service for Children in Brent Schools through a Direct Award</b>	

<b>Wards Affected:</b>	All
<b>Key or Non-Key Decision:</b>	Non-Key Decision
<b>Open or Part/Fully Exempt:</b> (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
<b>List of Appendices:</b>	None
<b>Background Papers:</b>	N/A
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## 1.0 Executive Summary

- 1.1. This report concerns the procurement of a contract for a Targeted Early Intervention Service for children in Brent schools.
- 1.2. The purpose of this report is to seek member approval to waive Contract Standing Orders to enable a direct award of a contract for a Targeted Early Intervention Service for children in Brent Schools to be made to AllChild. The case for direct award, as opposed to a full tender process, is set out in the detail below.

## 2.0 Recommendation

That the Lead Member for Children, Young People and Schools having consulted with the Leader:

- 2.1. Approves an exemption pursuant to Contract Standing Order 84(a) of the requirement to tender a contract for a targeted intervention service for a period of three (3) years in accordance with paragraph 13 of Part 3 of the Constitution.

### **3.0 Detail**

#### **Contribution to Borough Plan Priorities & Strategic Context**

- 3.1 The Local Authority currently has a contract with AllChild (formally West London Zone) delivering an early intervention service in Brent that focuses on children under-achieving, including those receiving Special Educational Needs Support. This contract has the objective of creating long-term, positive outcomes for children with presenting needs in the borough.
- 3.2 The service supports the strategic priority 'Best Start in Life' in the Brent Borough Plan 2023 – 2027. This will support this priority through raising aspirations, support children to thrive within an education environment in order to increase their levels of attainment, and ultimately leave education better equipped for both their future and to make a positive contribution to their communities.

### **4.0 Background**

- 4.1 The initial contract was set up as a prototype in the first two years following the 2017 Special Education Needs and Disabilities inspection that identified progress made by middle-attaining children and young people receiving Special Educational Needs support in schools was less than those nationally with similar starting points in 2016. At the end of the prototype (pilot) period a five (2+3 years) year contract was put in place from 01 August 2019 to 31 July 2024. Following a review in 2023 of the contract to assess the impact and outcomes, officers recommended a direct award of a three year contract from 01 August 2023 to 31 July 2026.
- 4.2 AllChild is a registered charity and aims to improve the educational outcomes for children and young people aged 3-18 from disadvantaged social and economic backgrounds, and children and young people that are from categorised by schools as being at risk of not having a successful educational experience. This cohort may have instability at home, concerns and issues with attendance and attainment as well as emotional and wellbeing needs and all live within the West London area. As a charity AllChild is well positioned to tap into additional resources to support its programmes through philanthropic donations and the Big Lottery Life Chances Fund.
- 4.3. AllChild has developed good relationships with Brent schools and collaborates with them to identify children that will benefit most from their interventions and support. Through data analysis with the schools' knowledge about each individual child, a personalised and tailored support programme is created for each individual child over a two-year period. The programme has a strengths-based approach for child and adolescent development, such as social and emotional wellbeing, attainment and engagement in school.

4.4 AllChild is currently working with fourteen schools and this number has remained consistent since the start of the current contract. Any school which has left cited financial costs as the reason. Over this same time period, 510 children and young people have completed, or are in the process of participating in, the targeted early intervention service.

4.5. AllChild have delivered good outcomes for children who have completed the programme. These are as follows:

<b>Improved outcomes in all educational, attendance and social and emotional related outcomes</b>	<b>Percentage of pupils at risk of not achieving age related English outcomes who are back on track to achieve</b>	<b>Percentage of pupils at risk of not achieving age related Maths outcomes who are back on track to achieve</b>	<b>Of the children with persistence absence (attendance below 90%) who improved their attendance</b>
67%	56%*	52%	65%
<i>The remaining 33% still achieved positive outcomes in some areas.</i>	<i>Children not achieving age related outcomes still made progress in at risk core subject areas.</i>		<i>The remaining 35% have improved but not yet reached above 90%</i>

## 5.0 The new contract

5.1 The new contract with AllChild is proposed to start on 1 September 2025 for a three (3) year period running until 31 August 2028. Brent's contribution will be £300k over the proposed term of the contract and AllChild estimates leveraging funding in the region of £3,741,100 from schools, and other public and private organisations for this proposed contract. This would bring the total funding to £4,041,100. This funding would support two cohorts of 500 children and young people over a three period, with the first cohort starting in September 2025 and running through to July 2027, with the second cohort starting from September 2026 through to July 2028.

5.2 The services provided will be reflective of the current contract delivery model with AllChild working with specific children identified by schools who each make a financial contribution to the service. The table below provides a summary of a comparison between the current contract and the proposed new contract with AllChild.

	<b>Current contract August 2023 to August 2026</b>	<b>Contract from September 25 to August 2028</b>
<b>CYP – Overall</b>	525	500
<b>Schools</b>	14	15-16
<b>LA contract value</b>	£300,000	£300,000
<b>Contract length</b>	2 cohorts, 3 years	2 cohorts, 3 years
<b>Average LA price per child</b>	£600	£600

<b>LA avg. annual contribution</b>	£100,000	£100,000
<b>Additional funding to be leveraged by AllChild</b>	£2,715,939	£3,401,000
<b>LA contribution to overall AllChild cost %</b>	10%	8.11%

- 5.3. Each child will be allocated a link worker employed by AllChild who will be located within the child's school. They will work with parents/carers to develop personalised goals and develop an individual tailored package of support for each child from the AllChild partnership of third sector agencies and social enterprise organisations. Examples of the type of support the child might receive are tutoring, nutrition monitoring, therapy, access to sports clubs, and for the parent, access to parent and child courses. The link worker will provide consistency to the child and will maintain parental involvement to ensure the support is effective as possible for positive outcomes for the child.
- 5.4. Partnership working between AllChild, Family Wellbeing Centres and Brent's early help pathway has been strengthened and AllChild have been encouraged to develop a whole family approach linking cohort children and their families into the wider universal and targeted early help offer. Key workers put forward children on their caseloads for AllChild cohort selection. AllChild refer children into after-school and holiday activities at the Family Wellbeing Centres.
- 5.5. Oversight of the new contract will remain within the Early Help Service in Children, Young People and Community Development Directorate, and the focus will be the children and young people who are generally below the statutory threshold for support. This aligns with the new Family Help model that went live in Brent in June 2025 and fits with the national agenda for early intervention which formed part of the Governments Families First reform programme. The new contract aims to continue to prevent escalation to higher tier services within social care as an invest to save approach.
- 5.6. The proposed contact will be on a payment by results model, based on agreed outcomes being achieved for each child. Progress will be monitored quarterly, and outcomes will be fed back to schools, the parents and the local authority. For a payment to be made AllChild will have to demonstrate the outcomes achieved and this will be reviewed by local authority officers against the outcome measures before payments are made.

## **6.0 Stakeholder and ward member consultation and engagement**

- 6.1 A range of internal and external stakeholders have been consulted to review the current contract to inform both development and delivery. This includes Brent primary and secondary schools, the Inclusion Service, the Early Help Service, the Director for Early Help and Social Care and the Corporate Director for Children, Young People and Community Development.

## **7.0 Financial Considerations**

7.1 The table below shows the budget available, the contract spend and the shortfall over the whole of the contract period of £27,349. The two contracts will overlap for a limited time which means a pressure of £66k in 25/26 and a “surplus” of £39k in 26/27. The profile spend due to its start date does not fall ‘neatly’ into financial years.

Financial year	Annual Budget available	Budget B/F	Total budget available	Current contract spend	New contract spend	Total spend	Shortfall / (Surplus)	C/F	Shortfall/ (Surplus) after c/f
24/25	124,000		<b>124,000</b>	88,200	0	<b>88,200</b>	-35,800	35,800	0
25/26	124,000	35800	<b>159,800</b>	159,550	66,667	<b>226,217</b>	66,417		66,417
26/27	124,000		<b>124,000</b>	51,599	33,333	<b>84,932</b>	-39,068		-39,068

7.2. In the contract there will be break clause which will allow the LA to notify AllChild by March 2026 if the LA cannot proceed with Cohort 2 for 26/27 for this proposed contract due to lack of funds. This provides safeguards and notice for AllChild to ensure they are able to communicate and plan accordingly within their organisation and protects the LA from overspending.

## 8.0 Legal Considerations

8.1 In accordance with paragraph 13 of Part 3 of Brent’s Constitution, the Leader has delegated certain functions to Cabinet members to be exercised within their portfolio area in consultation with the Leader. This delegation includes agreement of waivers of Contract Standing Orders for Medium and High Value Contracts.

8.2 The services which Officers are proposing to procure are valued at £300,000 over the length of the contract term and the proposed contract is thus classified as a Medium Value Contract under Contract Standing Orders. Contract Standing Orders provide that a Medium Value Contract should be procured by way of a tender process but for the reasons detailed in the body of the report, Officers do not consider it is possible to procure the contract by way of a tender process.

8.3 The proposed contract will be governed by the Procurement Act 2023 (PA 23) which is supplemented by the Procurement Regulations 2024 (PR 24). The Services which officers are proposing to procure and directly award are classified as Light Touch Services under Schedule 1 of the PR 24. the contract value of the Light Touch Services is such that it is below the PA 23 threshold for Light Touch Contracts which is set at £663,540. As such, should the Council procure the contract by way of a direct award, it will not be considered to be in breach of domestic law or the Council’s own procedures and the Cabinet member has discretion to waive the requirement to tender. Waiving Contract Standing Orders would then enable the Corporate Director or Director to approve the direct award of the contract.

8.4 The Council will be required to comply with all the relevant notice provisions which are applicable throughout the term of the proposed contract, starting from

the award, entry and management of the contract as required under the PA 23and Contract Standing Order 115(a).

- 8.5 In reaching any decision to waive Contract Standing Orders, the Cabinet Member in consultation with the Leader should have regard to the reasons Officers have set out in Section 3 of the report.

## **9.0 Equity, Diversity & Inclusion (EDI) Considerations**

- 9.1 Pursuant to s149 Equality Act 2010 (the “Public Sector Equality Duty”), the Council must, in the exercise of its functions, have due regard to the need to:
- (a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act
  - (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
  - (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,
- 9.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 9.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.
- 9.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.
- 9.5 The proposals in this report have been subject to screening and officers believe that there are no adverse equality implications.

## **10.0 Climate Change and Environmental Considerations**

- 10.1 There are no identifiable direct climate change or environmental implications with relation to the recommendation in this report.
- 10.2 The contractor will be asked to ensure link workers travel to and from Brent schools and to conduct direct work with children and young people using sustainable methods of transport.

## **11 Human Resources/Property Considerations (if appropriate)**

11.1 This service is currently provided by an external contractor and there are no implications for Council staff arising from the procurement of the contract.

11.2 The proposed service delivery will take place within Brent Schools and by AllChild partners. There is no property or building implications for the Local Authority.

## **12.0 Communication Considerations**

12.1 The development of the contract specification has been subject to significant consultation with key stakeholders.

12.2 To ensure the contract meets its required outcomes there will be ongoing engagement and communication with key stakeholders, especially schools. This may include, but not be limited to, AllChild attending identified and agreed meetings with schools including cluster meetings.

**Report sign off:**

***Nigel Chapman***

Corporate Director Children, Young People and Community Development.