

## **Cabinet**

**16 January 2024**

### **Gateway 3 Contract Award: Medway Domestic Abuse Service**

Portfolio Holder: Councillor Teresa Murray, Deputy Leader of the Council

Report from: James Williams, Director of Public Health

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Manager

#### Procurement Overview

Total Contract Value:	£1,151,600
Project Budget:	£1,153,500
Contract Term:	5 years (3 + 2)

#### Summary

This report seeks permission to award the procurement of the Medway Domestic Abuse Service Contract.

#### 1. Recommendation

- 1.1. It is recommended that the Cabinet agrees to award the contract to the provider named at 3.1 of the Exempt Appendix as they have been evaluated as the most economically advantageous against the Council's award criteria as per the evaluation spreadsheet contained within Annexe A of the Exempt Appendix.

#### 2. Suggested reasons for decision

- 2.1. There is ongoing need for a domestic abuse support service and the community based Independent Domestic Violence Advisors (IDVA) service also supports the requirements set out within the Domestic Abuse Act 2021.

### 3. Background Information

#### 3.1. Budget and Policy Framework

- 3.1.1. Funding for the specialist domestic abuse service is funded from existing revenue budgets, which include a contribution from the Kent Medway Integrated Care Board through the Better Care Fund and New Burdens Funding which is allocated to Housing. The service is informed nationally by strategies and legislation, such as the Tackling Violence Against Women and Girls Strategy (VAWG), the Domestic Abuse Act 2021, Victims and Prisons Bill 2023 and The Women's Health Strategy for England 2022.
- 3.1.2. There is a statutory duty under Part 4 of the Domestic Abuse Act 2021 for local authorities to complete a needs assessment and have a strategy in relation to the provision of safe and relevant accommodation. Whilst the duty is in relation to housing, the upcoming Kent and Medway Domestic Abuse Strategy 2024-2029 is a partnership document that also outlines Medway's ambitions in relation to delivering community-based support and this includes the continuation of commissioning IDVA based support.
- 3.1.3. Funding for the implementation of Part 4, is allocated by Department for Levelling up, Housing and Communities (DLUHC) under the New Burdens Fund, and this is managed by the Strategic Housing and Partnerships team in Medway Council. Roles commissioned via this fund are specific to the implementation of Part 4 and work alongside the core domestic abuse community-based support contract commissioned by Public Health; Medway Domestic Abuse Service (MDAS).

#### 3.2. Background Information and Procurement Deliverables

- 3.2.1. The MDAS contract is a community-based support service consisting of Independent Domestic Violence Advisors (IDVAs), who work to increase the safety and reduce the risk posed to victims of domestic abuse and their children, by perpetrators of abuse. The service provides practical and emotional support, advocacy, and represents the voice of the victim at multi-agency meetings.
- 3.2.2. The service will provide telephone and face to face support to all victims of domestic abuse aged 16 and above, and via the use of risk assessments and professional judgement, those identified as being at medium or high risk of significant harm or homicide, whilst recognising the fluctuations in risk that can occur.
- 3.2.3. The contract will deliver support to all members of the community and will be expected to increase engagement with the service where this is lower than expected when compared to Medway's demographic. It will link in with the existing services commissioned via Medway's Housing team and will support the statutory duty of Part 4 of the Domestic

Abuse Act 2021, by assisting their clients and their children to access safe and relevant accommodation, either in Medway or in another area.

- 3.2.4. The service will form part of a multi-agency response working to reduce the prevalence and severity of domestic abuse and will work closely with key agencies to advocate for victims of domestic abuse and their families. The service will be expected to ensure all staff are trained to work with clients who may face additional barriers when accessing support. The provider should work alongside specialist by and for services operating within Medway and will ensure clients have the option to access the services that they feel best meet their individual needs.
- 3.2.5. The provider will also be expected to deliver other forms of support services, for example, by being attendees of the Domestic Abuse One Stop Shop, a drop-in service with support from multiple partners, and via the delivery of group support sessions such as the Freedom Programme (or other similar group support sessions), a specialist awareness raising, and recovery programme aimed at those who have experienced domestic abuse.
- 3.2.6. The provider will be expected to arrange for the IDVAs to have co-locations within community settings such as children's social care, police stations and be able to provide specialist support to key partners in cases involving domestic abuse. The service will be expected to build on relationships with partners who offer support to clients facing multiple disadvantages, such as mental health services and substance use services to improve the outcomes for this client group.
- 3.2.7. The service will also deliver training and awareness raising sessions on domestic abuse, to partners across Medway to improve the system wide response and confidence in identifying both victims/survivors and those using abusive behaviours.

3.3. Parent Company Guarantee/Performance Bond is not required.

#### 4. Procurement Process

##### 4.1. Procurement Process Undertaken

- 4.1.1. An Open Market Procurement process was used for the tender. The process was overseen by Public Health (Health Improvement Programme Manager for domestic abuse), Housing (Housing Strategy and Partnerships Manager and the Domestic Abuse Project Officer) with the support of Category Management.
- 4.1.2. Notice of a possible tender opportunity was added to Kent Business Portal, with a market engagement taking place on 18<sup>th</sup> October.
- 4.1.3. The tender and full documents were uploaded and published onto the portal on the 1<sup>st</sup> November, for 30 days, with a return date of the 1<sup>st</sup> December.

4.1.4. Bids were received and submitted by the deadline.

## 4.2. Evaluation Criteria Used

4.2.1. The tender included the first section which was a selection questionnaire covering supplier information, any grounds for discretionary exclusion and economical and financial standing.

4.2.2. The following section was in relation to technical ability and providers were required to provide 2 case studies evidencing their relevant experience of delivering similar contracts.

4.2.3. The third section was in relation to the ITT questions and an opportunity to for services to evidence how they would deliver the service outlined in the service specification.

4.2.4. The assessment ratio was 80% quality, 20% price.

Question	Theme	Score	Weighting
Form 3a	Case Studies of previous experience	Pass/Fail	
1	Service model and ability to deliver service	0/4	30%
2	Management and Staffing	0/4	15%
3	Mobilisation	0/4	10%
4	Partnership Work	0/4	10%
5	Safeguarding	0/4	15%
6	Social Value	Pass/Fail	
7	Pricing	Pass/Fail	

## 4.3. Contract Management

4.3.1. Contract management will be the responsibility of the Health Improvement Programme Manager.

## 5. Risk Management

5.1. Please see below table outlining the identified risks for the contract:

Risk	Description	Action to avoid or mitigate risk	Risk rating
Inflation impacts on the numbers of people able to	The funding allocated for the contract remains	Funding via other commissioning routes such as	A3

Risk	Description	Action to avoid or mitigate risk	Risk rating
be seen within contract value.	the same and no further funding is due to be allocated to support the contract despite an increase in referrals into the service.	allocation to Housing to support with Part 4, and the PCC have been explored and have been agreed. These are however, temporary, short term contracts. Funding for one additional post has been agreed as part of the contract via the Better Care Fund.	
Demand outweighs current staffing and support offer and there is an increased risk of a domestic homicide.	Referrals and caseloads for workers increase. Caseloads are unmanageable and the support offer is affected. Lack of support available for victim/survivors in crisis could result in a DHR.	Alternative funding streams have been explored and capacity will need to be built into the contract via additional funding sources. This is stated clearly in the contract. The contract states that the service will need to provide robust case management reviews with staff to effectively manage caseloads.	A2
Low numbers of providers bid for the contract.	There is a limited pool of providers in this area, and limited funds available for the contract may	Commissioners will hold market engagement event and encourage opportunities to attract additional	B3

Risk	Description	Action to avoid or mitigate risk	Risk rating
	result in less competition.	contracts or funding.	
Existing service is de-stabilised if a new provider is awarded the contract	If the incumbent provider is unsuccessful there will be a transfer period, whilst new service is mobilised, and this will cause destabilisation of current contract.	Questions on agencies' mobilisation and implementation plan are part of the bid evaluation process. Commissioners will oversee this process to ensure smooth transition.	A3

Likelihood	Impact:
A Very likely B Likely C Unlikely D Rare	I Catastrophic II Major III Moderate IV Minor

## 6. Service Implications

### 6.1. Financial Implications

6.1.1. The procurement requirement and its associated delivery as per the recommendations will be funded from existing revenue budgets, which include a contribution from the Kent & Medway Integrated Care Board through the Better Care Fund.

### 6.2. Legal Implications

6.2.1. This procurement activity was above the Find a Tender Service (FTS) threshold and therefore an FTS notice was required.

6.2.2. The procedure gives a high degree of confidence that the Council's primary objectives for procurement are met, as required by Rule 2.2 of the Council's Contract Procedure Rules ("the CPRs").

6.2.3. Under the Council's Contract Procedure Rules, the procurement is a Process 3 procurement (Rule 18), and the process set out in this report meets the requirements for such procurements. The procurement was advertised on the Kent Business Portal, in compliance with rule 18.4 of the CPRs.

6.2.4. Medway Council has the power under the Local Government (Contracts) Act 1997 and the Localism Act 2011 to enter into contracts in connection with the performance of its functions.

6.2.5. The process described in this report complies with the Public Contracts Regulations 2015 and Medway Council's Contract Procedure Rules.

6.2.6. This report has been presented as a Process 3 high risk procurement, and therefore the Monitoring Officer, in consultation with the Procurement Board will therefore set the risk and reporting stages for the remainder of the procurement process for Gateway 4.

### 6.3. TUPE Implications

6.3.1. TUPE was a potential for the contract, however the recommended provider for the new contract is the existing provider and therefore, TUPE is not applicable.

### 6.4. Procurement Implications

6.4.1. The Council runs a public sector procurement policy and can agree with the recommendation.

### 6.5. ICT Implications

6.5.1. None.

### 6.6. Climate Change implications

6.6.1. None

## 7. Social, Economic & Environmental Considerations

7.1. The following social value considerations will be given to the tender:

7.1.1. Jobs: Promote Local Skills and Employment

7.1.2. Social: Healthier Safer more resilient communities

7.1.3. Environment: Decarbonising and Safeguarding our World

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## Appendices

Exempt Appendix 1

Background Papers

None