

MEETING

CABINET RESOURCES COMMITTEE

DATE AND TIME

MONDAY 7 NOVEMBER 2011

AT 7.00PM

VENUE

HENDON TOWN HALL, THE BURROUGHS, HENDON NW4 4BG

TO: MEMBERS OF THE COMMITTEE (Quorum 3)

Chairman: Councillor Daniel Thomas

Councillors:

Brian Coleman Andrew Harper Robert Rams
Richard Cornelius Sachin Rajput

**You are requested to attend the above meeting for which an agenda is attached.
Aysen Giritli – Head of Governance**

Governance Service contact: Maria Lugangira, 020 8359 2761

Media Relations contact: Sue Cocker, 020 8359 7039

To view agenda papers on the website: <http://committeepapers.barnet.gov.uk/democracy>

CORPORATE GOVERNANCE DIRECTORATE

ORDER OF BUSINESS

Item No.	Title of Report	Pages
1.	MINUTES	-
2.	ABSENCE OF MEMBERS	-
3.	DECLARATION OF MEMBERS' PERSONAL AND PREJUDICIAL INTERESTS	-
4.	PUBLIC QUESTION TIME (If any)	-
	Report of the Leader of the Council, Cabinet Member for Resources and Performance and Cabinet Member for Housing	
5.	Dollis Valley Regeneration Scheme	1 - 18
	Report of the Leader of the Council	
6.	Stonegrove and Spur Road Estates Regeneration	19 - 23
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	Report of the Cabinet Member for Adults and Cabinet Member for Resources and Performance	
8.	Catalyst Care Home Contract Renegotiation	29 - 35
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	Report of the Cabinet Members for Resources and Performance, Cabinet Member for Education, Children and Families and Cabinet Member for Adults	
10.	Adults and Children's Service Contracts	44 - 71
11.	MOTION TO EXCLUDE THE PRESS AND PUBLIC: That under Section 100A (4) of the Local Government Act 1972 the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraph 9 of Part 1 of Schedule 12A of the Act (as amended):	
	EXEMPT AGENDA	Exemption Category
X1.	Exempt information in relation to 5: Dollis Valley Regeneration Scheme	3 & 5 X1 – X75
X2.	Exempt information in relation to 7: Former Child Guidance Centre, East Road, Burnt Oak	3 X76 – X77

Item No.	Title of Report		Pages
X3.	Exempt information in relation to 8: Catalyst Care Home Contract Renegotiation	3	X78 – X81
X4.	Exempt information in relation to 9: Children and Young People Short Breaks –Award of Contracts for Short Break services	3	X82 – X84
X5.	Exempt information in relation to 10: Adults and Children’s Service Contracts	3	X85 – X106
X6.	ANY OTHER EXEMPT ITEMS THAT THE CHAIRMAN DECIDES ARE URGENT		

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AGENDA ITEM: 5 Pages 1 – 18

Meeting	Cabinet Resources Committee
Date	7 November 2011
Subject	Dollis Valley Regeneration Scheme
Report of	Leader of Council, Cabinet Member for Resources and Performance and Cabinet Member for Housing
Summary	To report on the competitive dialogue process to procure a development partner to redevelop the estate, and to seek approval to appoint the Council's development partner.
<hr/>	
Officer Contributors	<p>Tony Westbrook, Principal Project Manager Strategic Planning and Regeneration</p> <p>Susan Botcherby, Senior Project Manager, Strategic Planning and Regeneration</p> <p>Angela Latty, Assistant Project Manager, Strategic Planning and Regeneration</p> <p>Susan Lowe, Procurement Manager, Corporate Procurement Team, Commercial Services</p>
Status (public or exempt)	Public with separate exempt report
Wards affected	Underhill
Enclosures	<p>Appendix 1 – Dollis Valley Regeneration Boundary Map</p> <p>Appendix 2 – Evaluation Criteria</p> <p>Appendix 3 – Key Provisions (Bidder A and Bidder C)</p>
For decision by	Cabinet Resources Committee
Function of	Executive
Reason for urgency / exemption from call-in	Not applicable
Contact for further information: Susan Botcherby, Senior Project Manager, 020 8359 7671.	

1. RECOMMENDATION

- 1.1 That, in exercise of the council's powers to secure the promotion or improvement of the social and environmental well-being of the council's area, pursuant to Section 2 of the Local Government Act 2000, the other statutory powers referred to in the Legal Issues Section of this report and all other relevant powers and taking account of its Community Strategy, authority be granted to:**
- 1.1.1 appoint Countryside/London & Quadrant consortium comprised of Countryside Properties (UK) Limited, London & Quadrant Housing Trust and as guarantor, Countryside Properties PLC (Bidder C) as detailed in the Exempt Report be as the Council's preferred development partner for the regeneration of the Dollis Valley Estate.**
- 1.1.2 approve the selection of Ideal LLP consortium comprised of Willmott Dixon Homes Limited, Stadium Islington Limited, Savills (L&P) Limited and as guarantors of a number of obligations Willmott Dixon Holding Limited and Network Stadium Housing Association Limited (Bidder A) as detailed in the Exempt report be the Council's reserve development partner for the regeneration of the Dollis Valley Estate.**
- 1.2 Delegate authority to the Deputy Chief Executive in consultation with the Leader of the Council to finalise any outstanding matters and the Agreement for the Regeneration of Dollis Valley and any other related legal agreements: with Bidder C; or with Bidder A if in his opinion it is not feasible to reach a timely agreement on outstanding matters with Bidder C.**
- 1.3 That the Council shall enter into the Agreement for the Regeneration of Dollis Valley and any other related legal agreements with Bidder C (or Bidder A if applicable under paragraph 1.3) subject to the Deputy Chief Executive being satisfied as to the terms of such agreements and the Assistant Director-Legal, or authorised delegate, being satisfied as to the form of such agreements.**
- 1.4 Delegate authority to the Deputy Chief Executive in consultation with the Assistant Director-Legal to decide whether:**
- (a) to rely upon one or more of the General Housing Consents 2005; or**
- (b) subject to the authorisation of the full Council to make a specific application for the consent of the Secretary of State for Communities and Local Government;**
- for the Council to dispose of land to Bidder C (or Bidder A if applicable under paragraph 1.3) in the Dollis Valley regeneration site which it holds under Part II of the Housing Act 1985.**
- 1.5 Delegate authority to the Deputy Chief Executive in consultation with the Assistant Director-Legal to decide whether:**

(a) the Council is not required to seek the consent of the Secretary of State for Communities and Local Government; or

(b) to rely on the General Consent (Circular 06/03: The Local Government Act 1972 general disposal consent (England) 2003); or

(c) to make a specific application to the Secretary of State for his consent;

for the Council to dispose of land to Bidder C (or Bidder A if applicable under paragraph 1.3) in the Dollis Valley regeneration site which it holds other than under Part II of the Housing Act 1985.

1.6 Delegate authority to the Deputy Chief Executive in consultation with the Assistant Director-Legal to determine whether:

(a) the Council is providing financial assistance in respect of the regeneration of Dollis Valley as described in Section 24 of the Local Government Act 1988; and if so whether:

(i) to rely on one or more of the general consents under Section 25 of the Local Government Act 1988 (Local Authority assistance for privately let housing) 2010; or

(ii) to make a specific application to the Secretary of State for his consent under Sections 25 and 26 of the Local Government Act 1988;

in connection with the proposed regeneration of Dollis Valley.

1.7 Authorise the Interim Director for Planning, Environment and Regeneration to notify secure tenants affected by the proposed regeneration of Dollis Valley and enable the same to make representations to the Council in accordance with the requirements of Part V of schedule 2 of the Housing Act 1985.

1.8 Delegate authority to the Interim Director for Planning, Environment and Regeneration in consultation with the Leader of the Council to consider any representations made by secure tenants received under the process set out in paragraph 1.8, and if as a consequence of such representations, she believes it appropriate, to seek relevant changes to the proposed regeneration of Dollis Valley.

1.9 Subject to undertaking the actions required under paragraphs 1.8 and 1.9 delegate authority to the Interim Director for Planning, Environment and Regeneration to apply for the Secretary of State's approval for the proposed regeneration, disposal and redevelopment of Dollis Valley for the purposes of ground 10 A in Part II of Schedule 2 of the Housing Act 1985.

2. RELEVANT PREVIOUS DECISIONS

2.1 Cabinet, 1 December 2003 (Decision 9) – approved the Council entering into further negotiations with the previous partner for the regeneration of Dollis Valley Housing Estate in order to consider possible amendments to the two schemes under consideration.

- 2.2 Cabinet, 27 September 2004 (Decision 13) – approved that the previous partner redevelop the estate excluding the houses.
- 2.3 Cabinet, 22 November 2004 (Decision 8) – approved the Council's development, regeneration and planning strategy the Three Strands Approach to Protect, Enhance and Grow Barnet as a "successful city suburb".
- 2.4 Cabinet Resources Committee, 16 December 2004 (Decision 4) – approved the entering into the proposed underwriting agreement with the previous partner.
- 2.5 Cabinet, 21 February 2005 (Decision 6) – approved the Dollis Valley Vision Statement.
- 2.6 Cabinet Resources Committee, 8 December 2009 (Decision 6) – approved the Council entering into a Competitive Dialogue Process to procure a commercial developer and Registered Social Landlord to regenerate the estate.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The regeneration of the Dollis Valley Estate contributes to the delivery of the Corporate Plan 2011-2013 priority of a 'successful London Suburb' and its Sustainable Community Strategy. Strategic objectives under the above include to deliver sustainable housing growth, to support strong and cohesive communities and to ensure residents continue to feel that Barnet is a place where people from different communities get on together including through effective management of our regeneration programmes.
- 3.2 The Dollis Valley Regeneration also supports the corporate priority of 'sharing opportunities, sharing responsibilities'. The new development will offer more choice by providing a number of different housing options such as shared equity, shared ownership etc to residents and those in the wider community.
- 3.3 The Dollis Valley Vision Statement adopted by Cabinet, and issued on 21 February 2005 also outlines a vision for a high quality successful and sustainable community including well designed new homes. It sets out key principles and opportunities for regeneration on an appropriate scale, and high quality design in keeping with this sensitive location adjacent to Green Belt.

4. RISK MANAGEMENT ISSUES

- 4.1 There is a risk that should the Council not give approval to Bidder C as the Council's preferred development partner and Bidder A as the reserve development partner, the Council is under an obligation to bring the current housing stock at Dollis Valley up to Decent Homes Standards, and then to maintain the estate. This represents a significant financial liability for which there is currently no provision. In the event that the regeneration did not proceed this liability will have to be met.
- 4.2 There is a risk that should the Council not give approval to Bidder C as the Council's preferred development partner and Bidder A as the reserve development partner residents of Dollis Valley may be further disillusioned and also that the Council will suffer reputational damage.

5. EQUALITIES AND DIVERSITY ISSUES

- 5.1 Barnet is committed to improving the quality of life and wider participation for all the economic, educational, cultural, and social and community life in the Borough. This is achieved by pursuing successful regeneration of the Borough's priority housing estates and where financially necessary to assist this by bringing sites to the market for residential use. This will benefit all sections of society and Barnet's diverse communities who are seeking housing and contribute to addressing the shortage of housing in the Borough across all tenures.

6. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

Finance

- 6.1.1 Between 2005 and 2008, the Council spent approximately £304,000 on consultancy fees for updating the masterplan. Further work was required to de-risk the scheme and make it more attractive to potential private sector partners.
- 6.1.2 In 2009, the Council appointed external consultants AECOM, and CB Richard Ellis to provide due diligence support and specialist advice during the Competitive Dialogue process. Trowers and Hamblins were later appointed to provide independent legal advice. The Council spent approximately £335,800 on consultant fees on the Competitive Dialogue process from January 2010 to September 2011. Further fees are likely to be incurred for services received between October and November 2011.
- 6.1.3 Where possible the Regeneration Service has used in-house resources to minimise costs and external fees on this process. The Council's planning, highways, finance, and procurement departments have provided key input throughout this process.
- 6.1.4 The costs of procurement and related consultancies have been budgeted through the Housing Revenue Account (HRA) and the recharging of these costs will be included in any Principal Development Agreement. If these costs cannot be recovered, this will be funded from the HRA budget.
- 6.1.5 Bidders were asked to make an allowance within their business models for the recovery of historical costs. Members are referred to the Exempt Report for more details.

The Procurement Process

- 6.2.1 On 18 September 2009, the Council highlighted through release of an OJEU Prior Information Notice (PIN), 2009/S 180-258286, its intention to embark on a procurement process to identify a development partner to develop a viable masterplan for the scheme.
- 6.2.2 Following Cabinet Resource Committee's decision on 9 December 2009 to enter into a Competitive Dialogue procedure a further OJEU notice was released on 19 December 2009, OJEU Competitive Dialogue Service notice, 2009/S 245-351596. The notice identified the procurement process to be undertaken together with specifying the Council's intention to seek a development partner for the scheme. Ninety one Expressions of Interest were received which facilitated the release of Pre-Qualification Questionnaires (PQQ) and a Memorandum of Information (MOI). The MOI provided detailed information on the scheme, and set out the parameters for the Competitive Dialogue in summary.

6.2.3 The Council received PQQ submissions from 10 bidders. The PQQs were evaluated in accordance with the evaluation criteria published in the OJEU notice: Company Information 5 %, Technical Resources & References 40 %, Financial Information 30 %, Health & Safety 10 %, Environmental Issues 15 % This criteria was utilised to limit number of candidates to enter the first dialogue stage.

6.2.4 Following the evaluation of the PQQ submissions, the Council identified 8 bidders for first dialogue stage (please refer to Exempt Report for bidder detail). All bidders, successful and unsuccessful, were notified of the PQQ evaluation outcome.

6.2.5 The 8 successful bidders identified were invited to participate in invitation to submit outline solutions (ISOS) on 26 May 2010. This second stage of the process allowed the Council to evaluate the potential bidders' ability and commitment to finding an innovated and viable solution to the scheme. Potential bidders were invited to develop mini proposals which covered 3 fundamental areas, (1) urban design issues, (2) commercial approach, and (3) development partnership issues.

6.2.6 The Council also re-emphasised the core principles for the scheme:

- To provide an attractive, well designed safe neighbourhood that promotes community cohesion for the benefit of residents
- To provide a mix of good quality and well designed affordable, private and intermediate housing and community facilities.
- To create a neighbourhood that is friendly and is of a human scale.
- To deliver a neighbourhood which has a focus, and a series of routes, spaces and landmarks that help to make the area easily accessible and understood.
- To maximise the development potential of the site without compromising the character of the area.

6.2.7 The Council assisted the bidders with the preparation of their submission by providing a range of information. This included Transportation and Geo-technical and Geo-environmental issues which had been produced by AECOM, an updated vision statement and topographical surveys

6.2.8 The following evaluation criteria was applied to the ISOS stage to support further limitation to the second stage of dialogue:

Invitation to Summit Outline Solutions (ISOS)	Overall % Weighting
Urban Design Issues	35
Commercial Approach	35
Development Partnership Issues	30
Total	100

6.2.9 Information days were organised for each bidder, these provided the bidder with an opportunity to raise questions, seek clarifications and receive additional information about the scheme. These days were led by the Regeneration Service, to provide transparency to the process. Points of clarification were noted by the Council to facilitate effective release of information with responses released to the bidders.

6.2.10 One bidder withdrew from the ISOS stage. The ISOS stage concluded on 26 May 2010 with bidder submissions. The submissions were evaluated in accordance with the published ISOS criteria which identified the short-listing of 3 successful bidders, (please

refer to Exempt Report for ISOS bidder evaluation detail). All bidders, successful and unsuccessful were notified of the outcome with unsuccessful bidders offered a debrief opportunity, one bidder took up the opportunity of a meeting a second bidder received a written debrief.

6.2.11 The 3 successful bidders were invited to participate in the second dialogue stage, within this procurement process, referred to as Invitation To Participate in Dialogue (ITPD). The ITPD stage commenced on 13 October 2010 with the 3 successful bidders, Bidder A, B and C taking part in dialogue meetings which included requirements of the development partner, registered provider and the commercial delivery of project. This stage provided bidders with the opportunity to develop their understanding of the scheme and further develop their ISOS submission proposals. Bidders were provided with the Council's feedback from the earlier stages to support the refinement of their proposals. The ITPD stage included the requirement to produce financial modelling utilising a set financial model to support evaluation by the Council.

6.2.12 The Council outlined its key priorities for the delivery of the regeneration, and each bidder was required to demonstrate the following points in their submissions:

- (1) Deliverability – Commencing the project within reasonable time following the finalisation of the legal agreements.
- (2) Barnet Hill Primary School Land Receipt – Exploring the timing for releasing the capital receipt.
- (3) Public Realm - That a high quality public realm will be provided which will connect the current estate to its surroundings including the green belt countryside to the south.
- (4) Urban Design and Architecture - That a high quality of design and materials can be achieved for the new development which will be appropriate to the site's suburban setting.

6.2.13 The following evaluation criteria was applied to the ITPD and IFT stage:

Invitation to Participate in Dialogue (ITPD)	Overall % Weighting
Quality	40
<ul style="list-style-type: none"> - Development mix (2.40%) - Urban Design (8.00%) - Transport (7.20%) - Building Design (6.40%) - Affordable Housing (2.40%) - Community Provision (3.20%) - Environment (1.60%) - Decanting (6.40%) - Estate Management (2.40%) 	
Commercial	55
Legal	5
Total	100

6.2.13 During the ITPD stage prior to entering into the commercial dialogue meetings Bidder B formerly withdrew from the process. This left two bidders in the competition, Bidder A

and Bidder C, which ensured competition was still present and able to continue as there was sufficient evidence of competition to not invalidate the process.

6.2.14 ITPD submission deadline was 1 April 2011. The submissions were then evaluated which resulted in the Council arranging further clarification dialogue meetings prior to confirmation of close of dialogue. Close of dialogue was confirmed on 13 June 2011.

6.2.15 The close of dialogue was immediately followed by Invitation to Final Tender (IFT) on 13 June 2011. The IFT submission deadline being 12 noon, 24 June 2011. The period between IFT submission and this recommendation report has enabled evaluation of the bid submissions received.

6.2.16 The key terms of the bidders proposals (Bidder A and Bidder C) are outlined in Appendix 3.

Property

6.3 The land required to deliver the regeneration of Dollis Valley and which is within the Council's ownership is to be transferred in accordance with the terms which are set out in the Exempt Report.

7 LEGAL ISSUES

7.1 The Council's promotion of the development and regeneration of Dollis Valley includes the promotion and/or improvement of the social and environmental well-being of the Dollis Valley area for the benefit of its residents. The Dollis Valley Vision Statement which was adopted by Cabinet and issued on 21 February 2005 considered that the estate had been in decline for a number of years. It acknowledged consultation with residents and stakeholders which identified that the area was isolated from the surrounding neighbourhood with a poor quality built environment, poor transport links, single vehicle access, low quality built environment, low quality local retail premises, social exclusion, economic deprivation, low educational achievement and attainment and a fear of crime. The proposed arrangements will result in the provision of between 523 and 1000 new homes, a community facility for use by local people and others, the creation of a neighbourhood with a high quality design, public realm and estate management and transport improvements amongst other benefits which will all result in the promotion and/ or of the social and environmental well being of the area.

7.2 The Council in determining its decision in this matter has had regard to its sustainable community strategy as required by section 2(3) of the Local Government Act 2000.

7.3 The Council accordingly has power to enter into the proposed Agreement for the regeneration of Dollis Valley and any other related agreement by virtue of its 'well-being power' as more particularly set out in Section 2 of the Local Government Act 2000.

7.4 The Localism Bill is being considered by parliament and is expected to become law before the end of 2011. The bill will repeal the 'well-being' power in England and provide a power of general competence for local authorities (Chapter 1). The intention is to provide local authorities with a broad power to do anything that individuals may do subject to any specific restrictions on local authorities contained in legislation. Officers will continue to monitor the situation and take legal advice as necessary, in order to ensure that that the Agreement for the Regeneration of Dollis Valley is executed under the appropriate statutory power, at the time of execution..

- 7.5 The Council has the power to dispose of land held for housing purposes under Section 32 of the Housing Act 1985. Further the Council has the power to dispose of land which is not held for housing purposes under Section 123 of the Local Government Act 1972. It should be noted that an option to dispose is also a disposal for the purposes of these Acts.
- 7.6 The Secretary of State has set out general disposal consents for both housing and non-housing land. If the terms of the disposal of land at Dollis Valley complies with the relevant general consents there would be no legal reason to seek a specific consent from the Secretary of State. However, there may still be commercial reasons for making a written request for his consent.
- 7.7 Consent E3.1 of the General Housing Consents 2005 permits the Council to dispose of vacant/unoccupied homes and housing land provided that: any existing homes will no longer be used for housing accommodation; that such homes will be demolished and the Council must obtain the best consideration for the land that could reasonably be obtained. The Agreement for the regeneration of Dollis Valley ensures that only vacant land and buildings are transferred to the development partner and the partner is required to demolish existing homes. These provisions comply with Consent E3 requirements. In order to fully comply and rely on this consent the Council will have to achieve and evidence that it has obtained the best consideration that could reasonably be obtained.
- 7.8 Section 123 of the Local Government Act 1972 permits the Council to dispose of (most types of non-housing) land without the Secretary of State's consent providing that this is done for not less than the best consideration that could reasonably be obtained. If this is to be relied on the Council will have to achieve and evidence this.
- 7.9 The General Consent (Circular 06/03: The Local Government Act 1972 general disposal consent (England) 2003) gives the Secretary of State's consent to the disposal of (most types of non-housing) land where the consideration received is less than the best which could be reasonably obtained providing that the 'undervalue' is £2 million or less and that the disposal is likely to contribute to the social, economic or environmental well-being of residents and/or the local authority's area. The latter condition which is similar to the 'well-being' power in section 2 of the Local Government Act 2000 (as set out above) will be met and therefore to rely on this consent the Council will have to evidence that any undervalue in the disposal is £ 2 million or less.
- 7.10 Notwithstanding the above, many developers request that local authorities make specific applications to the Secretary of State for his consent in order to remove any uncertainty about a local authority's ability to transfer land. In any event, the Council will have to obtain the specific consent of the Secretary of state, where required.
- 7.11 If an application for specific consent to dispose of housing land is made to the Secretary of State then the full Council must authorise such an application under Article 4.02(b) of the Council's constitution and paragraph 4(5) of the Local Authorities (Functions and Responsibilities) Regulations 2000 (as amended).
- 7.12 The Council may require consent from the Secretary of State for Communities and Local Government under Section 25 of the Local Government Act 1988. This consent from the Secretary of State is required under Section 24 of that Act where a local authority is providing financial assistance for the purpose of amongst other things the construction of accommodation which is intended to be privately let as housing accommodation. This includes affordable homes let by registered providers.

- 7.13 On 18 July 2007 the Council received confirmation from the Department for Children, Schools and Families that the Council has a general consent under paragraph 8 of the Schedule to the School Playing Fields General Disposal and Change of Use Consent (No. 3) 2004 for the change of use and disposal of the playing fields of the former Barnet Hill Primary School . It should be noted that in the same letter from the Department for Children, Schools and Families the Department instructed the Council to consider and satisfy itself that it has class consent for the disposal under schedule 35A of the Education Act 1996 and to provide details to the Department's academies division. .
- 7.14 The Agreement for the Regeneration of Dollis Valley has been drafted to enable the Council to obtain the Secretaries' of State consent following execution/signature of that agreement as a condition precedent.
- 7.15 Though the Council anticipates the willing co-operation of tenants living in Dollis Valley it may need to rely upon Ground 10A of Schedule 2 of the Housing Act 1985 (Ground 10A) to obtain possession of existing homes in order to enable the regeneration to proceed. Ground 10A permits a local authority to obtain possession orders to enable a redevelopment to proceed which has been approved by the Secretary of State in accordance with Part V of Schedule 2 (**Part V**) of the Housing Act 1985.
- 7.16 The Secretary of State will only provide his approval under Part V where the local authority serves written notice on the affected secure tenants stating:
- (a) the main features of the scheme;
 - (b) that the local authority intends to apply to the Secretary of State for his approval of the scheme;
 - (c) the legal effect of such approval in particular the ability of the local authority to rely on Ground 10A in possession proceedings.
- 7.17 Part V requires a local authority to allow the secure tenants to make representations to it about the proposal. The period for consultation must be no less than 28 days from the date of the notice provided to tenants.
- 7.18 Prior to making the application to the Secretary of State the local authority must consider the representations made to it by the secure tenants.
- 7.19 It was not possible to commence Part V consultation before the Council had selected a preferred development partner with a preferred scheme. To date it is understood that officers have conducted consultation with the Dollis Valley Regeneration Association and at an open day where residents were able to view the proposals from both of the final two bidders.
- 7.20 The key legal terms of the proposed arrangements with the preferred bidder or the reserve bidder are set out in the accompanying Exempt Report.

8. CONSTITUTIONAL POWERS

- 8.1 Constitution, Part 3, Responsibility for Functions – paragraph 3.6 states the functions delegated to the Cabinet Resources Committee including all matters related to buildings owned, rented or proposed to be acquired or disposed of by the Council.

9. BACKGROUND INFORMATION

Regeneration Progress

- 9.1 The Dollis Valley estate was constructed in the late 1960s and 1970s and is located south of Chipping Barnet in the Underhill ward. The estate has been in decline for many years, and this can be attributed to many factors. These factors include the poor quality design, poor transport links and the isolation of the estate from the surrounding neighbourhood.
- 9.2 The Dollis Valley estate required major improvements and the Council had limited resources to tackle these problems. Regeneration was seen as a solution to address these problems. Through this vehicle, the Council could obtain investments and improvements for the estate and the surrounding areas. The regeneration of the Dollis Valley Estate provides a perfect opportunity to build high quality sustainable homes, and create a vibrant place where residents would want to live.
- 9.3 In 2003, the Council undertook a competitive process in consultation with residents to select partners for the scheme. The outcome of this process was that the Council selected Home Group (formerly Warden Housing Association) as preferred partners.
- 9.4 In 2005, Home Group produced a masterplan to regenerate the estate which was subsequently revised.
- 9.5 However, the viability of this plan was an ongoing issue. The masterplan was produced during the onset of recession in 2008, and the financial viability was further exacerbated by the decline in the housing market. Ultimately, these factors have led to major delays in the scheme.
- 9.6 The re-development of Dollis Valley Estate remained as identified in 2003 a high priority, and it was recognised that an innovative approach would need to be sought to deliver this scheme.
- 9.7 This Report has been prepared to update members on the result of the Competitive Dialogue process to procure a Development Partner.
- 9.8 Commercial Services, Corporate Procurement Team, were engaged to provide guidance and support to the Regeneration Team in the delivery of a competitive dialogue procedure which had been identified as appropriate to the delivery of Dollis Valley Regeneration.
- 9.9 The competitive dialogue process imposes confidentiality between bid proposals which has minimised the level of resident involvement during the procurement exercise. However, representatives of residents, members of the Dollis Valley Regeneration Association have been briefed during various stages of the process.
- 9.10 To facilitate moving forward from the procurement exercise through pre-planning to planning process it was identified that there was an opportunity to further raise resident awareness of the scheme at the Valley Centre's 20th anniversary event on 25 June 2011. The IFT submission deadline was set to facilitate bidder blind presentations to be displayed at the event. Bidders had been informed of this anniversary during the ITPD dialogue phase and had welcomed the opportunity for raising resident awareness of the scheme.

- 9.11 Bidders were requested to submit 3 large (non bidder specific) boards incorporating: masterplan; property types; street scene; community facilities; open spaces; housing association offer; summary of properties and a list of 5 questions for secure tenants and leaseholders that bidder clarifications had highlighted.
- 9.12 At the Valley Centre anniversary event residents were provided with the opportunity to view display boards which were non bidder specific. Council officers from the Regeneration Team attended the event and were able to collate resident feedback and identify points for further consultation. This exercise was part of the consultation process with residents and did not form part of the procurement evaluation process.

10. LIST OF BACKGROUND PAPERS

- 10.1 The background papers relevant to this report are as follows;
- The Invitation to Submit Outline Solutions (ISOS)
 - The Invitation to Participate in Dialogue (ITPD)
 - The letter from the Department of Children Schools and Families of 18 July 2007
- 10.2 Any persons wishing to inspect the background papers should contact Angela Latty on 020 8359 7188.

Legal – MM/TE
CFO – MC/JH



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Initiated by AL

Drawn by CB

Checked by AL

Date

02.02.10

SCHEME:

DOLLIS VALLEY ESTATE

TITLE:

SITE BOUNDARY

Craig Cooper,
Commercial Director.

London Borough of Barnet,
North London Business Park,
Oakleigh Road South,
London, N11 1NP.
Tel: 020 8359 2000

BARNET
LONDON BOROUGH
VALUATION SECTION

DRAWING No.

23577/2a

Dollis Valley Regeneration (Contract ref: 50257) Dialogue Evaluation Criteria Summary Matrix

	Maximum % Score	Bidder A % score	Bidder B	Maximum % Score	Bidder C % score
Quality		40%			
Design					
1. Development Mix 2.4%					
(a) Number of houses (and %)	0.80%	0.48		0.80%	0.56
(b) Number of family homes (and %)	0.80%	0.56		0.80%	0.56
(c) Innovative units types offering greater choice to purchasers (range)	0.80%	0.56		0.80%	0.64
	2.40%	1.60		2.40%	1.76
2. Urban Design 8%					
(a) Does the scale fit the suburban setting?	0.80%	0.56		0.80%	0.56
(b) Does it have an individual but fitting character which relates to the successful suburb of Chipping Barnet?	0.80%	0.56		0.80%	0.64
(c) Do the proposed street patterns create a well-structured layout which fits in with enhance the existing setting?	0.80%	0.56		0.80%	0.64
(d) Does the street layout make it easy to find your way around?	0.80%	0.64		0.80%	0.72
(e) Does the scheme design make positive use of topology, landscape and aspect?	0.80%	0.64		0.80%	0.64
(f) Does the public realm encourage active streetlife?	0.80%	0.64		0.80%	0.64
(g) Does the provision of green and open spaces in or near the development consider the needs of both children and adults?	0.80%	0.64		0.80%	0.64
(h) Does the road layout and car parking support the urban design objectives of the building layout?	0.80%	0.64		0.80%	0.64
(i) Are streets, car parks and spaces overlooked to improve security?	0.80%	0.48		0.80%	0.48
(j) Do the proposed pedestrian and cycles route connect to the surrounding area.	0.80%	0.56		0.80%	0.56
	8.00%	5.92		8.00%	6.16
3. Transport 7.2%					
(a) Extent of proposals, including for the highway layout as well as those for behavioural change and sustainable transport choices (including specifying which roads will be adopted)	0.655%	0.262		0.655%	0.459
(b) Effectiveness of mode share and enforceability of travel related targets	0.655%	0.459		0.655%	0.459
(c) Proposed Financial regime and mitigation package (s106 / s278) for delivering the Transport Strategy	0.655%	0.524		0.655%	0.524
(d) Quantification and understanding of transport impacts, proposed mitigation incorporated into the scheme proposals, to include highways, cyclists and pedestrians (see below for buses)	0.655%	0.459		0.655%	0.459
(e) Public Transport accessibility improvements - Estate access points (quantity and location) and route(s)	0.655%	0.459		0.655%	0.393

(f) Public Transport accessibility improvements - Bus Turning facilities (either dedicated turning circle or via the road layout)	0.655%	0.524		0.655%	0.524
(g) Public Transport accessibility improvements - Provision of Bus Standing facilities (1 needed with provision for 2 more) and driver facilities (access to toilet facilities), including urban design considerations	0.655%	0.459		0.655%	0.459
(h) Neighbourhood bus stops (including type and appearance) and Public Transport Catchment (PTAL Accessibility Index * number of people within a 250 metre walk distance of a bus stop)	0.655%	0.524		0.655%	0.524
(i) Is the car parking well integrated to support the urban design and appropriate to the streetscape and building design?	0.655%	0.328		0.655%	0.459
(j) Are there sufficient car parking places to support the proposed new neighbourhood?	0.655%	0.262		0.655%	0.459
(k) What provision is made for affordable car parking for affordable units?	0.655%	0.459		0.655%	0.459
	7.20%	4.716		7.20%	5.175
4. Building Design 6.4%					
(a) Are the materials proposed correct for the location?	0.80%	0.48		0.80%	0.56
(b) Have the buildings been designed to suit the location and urban design aspirations?	0.80%	0.56		0.80%	0.72
(c) Are unit typologies in keeping the projected social mix?	0.80%	0.48		0.80%	0.48
(d) What space standards have been adopted? (London Plan min)	0.80%	0.32		0.80%	0.72
(e) Is the scheme designed to Lifetime Homes standards?	0.80%	0.56		0.80%	0.56
(f) How many units are capable of adaptation for wheelchair users (10% minimum requirement)?	0.80%	0.48		0.80%	0.48
(g) Is the scheme designed to meet Secure by Design?	0.80%	0.48		0.80%	0.48
(h) What measures have been included to improve standards of building quality for purchasers/residents and/or to improve build rates?	0.80%	0.48		0.80%	0.48
	6.40%	3.84		6.40%	4.48
Community & Other Benefits					
5. Affordable Housing 2.4%					
(a) Does the tenure mix for social rented housing reflect the needs of the community as reflected in the current mix and previous housing needs survey?	0.80%	0.48		0.80%	0.48
(b) Number of intermediate homes	0.80%	0.16		0.80%	0.16
(c) Types and range of intermediate affordable units (NB to advise)	0.80%	0.56		0.80%	0.72
	2.40%	1.20		2.40%	1.36
6. Community Provision 3.2%					
(a) Have community facilities been rationalised and re-provided in such a way as to be capable of successful and independent operation?	0.80%	0.64		0.80%	0.48
(b) Has the nursery provision in the area been enhanced and will it be independent of the Council?	0.80%	0.48		0.80%	0.48
(c) Will the nursery provision provided allow for the retention or expansion of existing services?	0.80%	0.48		0.80%	0.48
(d) Has sustainable retail provision been provided to serve the new and wider community?	0.80%	0.40		0.80%	0.40
	3.20%	2.00		3.20%	1.84

7. Environment 1.6%

- (a) What Code for Sustainable Homes level is being achieved (min. level 4)?
- (b) Other features to minimise environmental impact in particular
 - i. Reduction in loading from new development on existing sewers and water courses
 - ii. Reduction in water use
 - iii. Reduction in energy use
 - iv. Reduction in embodied energy
 - v. Use of recycled materials

0.80%	0.48		0.80%	0.48
0.80%	0.56		0.80%	0.56
1.60%	1.04		1.60%	1.04

Management

8. Decanting 6.4%

- (a) Will developer take responsibility for managing the decant process?
- (b) What is the developer's experience/track record on managing similar processes.
- (c) Will the developer request a CPO?
- (d) Will the developer take responsibility for managing the process?
- (e) Will the Council be indemnified for its costs?
- (f) Are there proposals for active neighbourhood involvement and taking responsibility for the neighbourhood?
- (g) Is the potential of local people to be brought to bear to ensure the success of the neighbourhood?
- (h) Will the developer engage regularly with the community from their appointment as preferred bidder.

0.80%	0.64		0.80%	0.64
0.80%	0.72		0.80%	0.72
0.80%	0.64		0.80%	0.64
0.80%	0.64		0.80%	0.64
0.80%	0.64		0.80%	0.64
0.80%	0.64		0.80%	0.72
0.80%	0.64		0.80%	0.72
6.40%	5.20		6.40%	5.44

9. Estate Management 2.4%

- (a) Will the development partners be taking responsibility for managing the open and green spaces in the development?
- (b) Will charges for these elements be allocated equitably?
- (c) How will services charges be calculated and charged across units types and tenures?

0.80%	0.56		0.80%	0.56
0.80%	0.64		0.80%	0.64
0.80%	0.64		0.80%	0.64
2.40%	1.84		2.40%	1.84

Quality Total [40%]

27.35

29.09

Commercial 55%

- (a) Return to Council (NPV)
- (b) Timing and Receipt for educational land (NPV)
- (c) How robust are the developers assumptions?
- (d) Assessment of risk to Council's returns
- (e) Is development deliverable without relying on external grant funding?
- (f) Is Commercial approach innovative and capable of generating further savings and income streams for the Council?
- (g) How quickly will the regeneration be delivered (taking into account contingency for delay due to economic conditions):
 - i) in total

5.625%	3.375		5.625%	4.500
5.625%	3.375		5.625%	4.500
5.625%	4.500		5.625%	3.375
5.625%	3.375		5.625%	2.813
5.625%	4.500		5.625%	4.500
5.625%	3.938		5.625%	3.375
5.625%	3.375		5.625%	3.375

ii) to replace the social rented units	-			-	
(h) What are the outputs of additional sites outside the core site area (red line)?	5.625%	3.375		5.625%	3.938
(i) Optimism Bias Assessment (Please refer to ITPD Appendix D - Optimism Bias Assessment)	10.00%	7.000		10.00%	6.700
Commercial Total[55%]	55.00%	36.81		55.00%	37.08
Legal 5%					
Please provide a mark up of the Agreement(s) for the regeneration of Dollis Valley (including all schedules and appendices) identifying in full any and all amendments you require. During dialogue a table will be circulated in which the bidder will populate amendments sought (which will show each deletion and insertion), a reason for the amendment from the bidder and the Council's response. The final form of this table will also be submitted with the marked up Agreement for the regeneration of Dollis Valley at the final tender submission. These will be evaluated in accordance with Legal Scoring Evaluation Criteria.					
Legal Total [5%]	5.00%	3.50		5.00%	3.50
GRAND TOTAL	%	<u>67.67</u>		%	<u>69.67</u>

APPENDIX 3

Dollis Valley Regeneration – Competitive Dialogue

Key provisions common to both the Bidder A and Bidder C bids

1. Parties – Both Bidder A and Bidder C include both a developer and a registered provider (RP) as parties to the Agreement. The RP will be the owner and landlord of the new affordable rented and intermediate homes.
2. Phasing – both bidders propose to carry out the regeneration on a phased basis comprising 5 phases, each comprising affordable and private sale homes. Once the new homes in a phase are completed, existing secure tenants will transfer into these homes before the vacated buildings are demolished as part of the next phase
3. New Homes – both bidders are required to provide a minimum of 230 affordable rented homes to replace existing Council-owned homes. A minimum 50% homes are to be for private sale. A minimum 50% are to be family housing.
4. Community Facilities – both bidders are required to provide a community facility for use by local people and others.
5. Regeneration Objectives – both bidders commit to achieving a deliverable scheme, creating a neighbourhood with a high quality of design, public realm and estate management, with transport improvements to mitigate any impact of the development.
6. Costs - The costs of the regeneration will generally be the responsibility of the Bidder.
7. Planning Consent – both Bidders will be required to make a planning application for the scheme.
8. Residents – both bidders are required to keep residents informed as to the progress of the regeneration and to generally use its reasonable endeavours to co-operate with the Council in delivering the regeneration.
9. Design – both Bidders are required to work jointly with the Council to produce design guidelines.
10. Existing Tenants - Existing secure tenants would be offered a new home in Dollis Valley by the RP on an assured tenancy which would reflect terms which the Tenant Services Authority/HCA expect registered providers to grant to their tenants. Rents charged to existing tenants must comply with the rent scheme agreed with the Council

which provides for rents to be no higher than the rents that the Council would be able to charge for a new home. This cannot be changed without the Council's agreement.

11. Existing Leaseholders – Both Bidders would be responsible for buying back properties from leaseholders on a phase by phase basis in accordance with offer terms agreed with the Council. These include a shared equity offer to resident leaseholders who wish to acquire a new home in Dollis Valley.
12. Estate Management – Both Bidders will be required to maintain an office on the site during the regeneration and to ensure that there is a joined up approach to neighbourhood and estate management with Barnet Homes who are responsible for the Council tenants until they are decanted to the new homes.
13. Resident involvement – Both Bidders are required to work with residents to create a body (the Dollis Valley Partnership) which would represent those residents and involve them in the wider development and regeneration of the Dollis Valley area.
14. Changes - It is envisaged that the complete regeneration of Dollis Valley could take up to ten years. The Council acknowledge that they may need to make changes to how the regeneration will be delivered in this period.
15. Site Safety – Both Bidders will be responsible for site safety and security during both demolition and construction works and for ensuring that no known deleterious materials are used in the construction. Both the Bidder and its main building sub-contractor are required to comply with a works procedure which governs issues such as noise, pollution and disruption during the period of the regeneration.

Tony Westbrook
London Borough of Barnet

AGENDA ITEM: 6 Pages 19 – 23

Meeting	Cabinet Resources Committee
Date	7 November 2011
Subject	Stonegrove & Spur Road Estates Regeneration
Report of	Leader of the Council
Summary	This report seeks a resolution from the Committee to include an additional area of land to the proposed CPO area for Stonegrove and Spur Road Estates.

Officer Contributors	Susan Botcherby (Regeneration), Tobenna Erojikwe (Legal)
Status (public or exempt)	Public
Wards affected	Edgware
Enclosures	Appendix 1 – Plan of CPO area (Drawing no: 24332)
For decision by	Cabinet Resources Committee
Function of	Executive
Reason for urgency / exemption from call-in	Not applicable

Contact for further information: Susan Botcherby, Senior Project Manager 020 8359 ext.7671

1. RECOMMENDATION

- 1.1 **That further to the Committee's resolution on 28 July 2011 to make a Compulsory Purchase Order (CPO) pursuant to the powers contained in Section 226 (1) (a) of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 in respect of all third party property and other proprietary interests in the Stonegrove & Spur Road Estates Regeneration area, the area of land shown hatched red in the attached Drawing no 24332/3 and measuring approximately 333 square metres, be included in the proposed CPO for Stonegrove and Spur Road Estates (SGSR).**

2. RELEVANT PREVIOUS DECISIONS

- 2.1 Cabinet Resources Committee 28 July 2011 Decision number 11, in which the Council confirmed its resolve to make a Compulsory Purchase Order for acquisition of all required third party property interest within the SGSR area.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The SGSR regeneration project contributes to the delivery of the Corporate Plan 2011-2013 priority of a successful London Suburb. A strategic objective under the above priority is: ensure residents continue to feel that Barnet is a place where people from different communities get on together including through effective management of our regeneration programmes.
- 3.2 The One Barnet A Sustainable Community Strategy for Barnet (2010-2020) – Growing Successfully – the Stonegrove and Spur Road Estates Regeneration Scheme will provide 937 new homes designed to a high standard as well as quality open spaces, improved parking provision, a community hall and employment opportunities (through the Section 106 contribution). The scheme will establish a new and sustainable neighbourhood in which people want to live, work and prosper within a growing, mixed strong community.

4. RISK MANAGEMENT ISSUES

- 4.1 If the additional area of land is not included in the CPO, then, the Council will be unable to assemble all the land required for the comprehensive development of SGSR. The inclusion of the additional area of land would ensure that a ransom strip is not created inadvertently and that as a result, the Council would not be exposed to the payment of an unreasonable amount for the acquisition of the additional area of land.
- 4.2 The inclusion of the additional area of land to the CPO area will ensure that a clean title is obtained for all of the site required for the regeneration and that an injunction cannot be obtained by an objector to delay or prevent the development.
- 4.3 If the CPO is not confirmed it is possible that the Council will not be able to assemble land in line with the acquisition and decant strategies programmed to ensure that a) all affordable housing to be provided within the scheme is delivered by 2016 and b) the entire scheme is completed by autumn 2018. The effect of not being able to meet these deadlines is a loss of HCA funding as well as the risk of not delivering the scheme.

5. EQUALITIES AND DIVERSITY ISSUES

- 5.1 SGSR will deliver a mix of 937 affordable, intermediate and private sale flats and houses should assist in fostering community cohesion in an area with a highly diverse population. Delivery of the Regeneration scheme is being conducted in consultation with the SGSR Partnership Board which represents the interests of all residents of SGSR. The Partnership Board is consulted on all aspects of delivery including the planning process, scheme design, decanting and estate management issues.

6. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

- 6.1 On 30 June 2011 the Council entered into an Indemnity agreement known as the Compulsory Purchase Indemnity Agreement (CPOIA) with Barratt Evolution Limited. The indemnity places an obligation on Barratt Evolution Limited to pay the CPO costs incurred or to be incurred by the Council within 20 working days after receipt of a written demand but shall not demand any payment of CPO costs more than 15 working days prior to such costs being incurred or becoming due for payment pursuant to an agreed Acquisition Strategy. The Council makes provision in the regeneration budget, each financial year, to cover the cost of the CPO should there be a need to cover some costs for a period of time. This budget will cover the potential costs of any acquisitions as well as the Council's costs, if required.

7. LEGAL ISSUES

- 7.1 Section 226(1) (a) of the Town and Country Planning Act 1990, as amended by the Town and Country Planning Act 2004, provides that a local authority shall, on being authorised to do so by the Secretary of State, have power to acquire compulsorily any land in their area if they are satisfied that the acquisition will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land. However the power must not be exercised unless the authority thinks that the development is likely to contribute to the achievement of the economic, social and environmental well-being of the area.
- 7.2 The inclusion of the additional area of land as part of the Compulsory Purchase Order will assist in the completion of the on going land assembly exercise being carried out as part of the regeneration of the Stonegrove and Spur Road Estates. The Compulsory Purchase Order will enable the regeneration to take place in accordance with the master programme and the Acquisition Strategy for the area and will provide certainty for the site assembly and the implementation of the scheme, thus enabling the Council's objectives to be achieved in respect of the land, the subject of the Compulsory Purchase Order. It is considered that there is a compelling case in the public interest for the use of compulsory purchase powers. The resource implications of the proposals have also been considered and the Council is satisfied that the necessary resources are available to achieve the regeneration of the land, the subject of the CPO, within the proposed timescale. It is considered that the development will so contribute.
- 7.3 Consideration has been given to the provisions of the Human Rights Act 1998, including Article 8 (respect for private and family life and home) and Article 1 of the First Protocol (right to peaceful enjoyment of possessions). A decision to make a Compulsory Purchase Order must strike a fair balance between the public interest in the regeneration of the land and interference with private rights. Bearing in mind the provisions for compensation to be payable and the compelling case in the public interest for the acquisition of the interest, it is considered that the interference with private property rights is proportionate and strikes a fair balance between the public interest and the

interest of the objectors in compliance with the requirements of Article 1 of the First Protocol. Outline Planning Permission was granted on 3 March 2008.

8. CONSTITUTIONAL POWERS

- 8.1 Constitution, Part 3, Responsibility for Functions, Section 3.6 – Functions delegated to the Cabinet and Resources Committee – includes all matters relating to land and buildings owned, rented or proposed to be acquired or disposed of by the Council.
- 8.2 Constitution- Council Procedure Rules – Management of Real Estate Property and Land.

9. BACKGROUND INFORMATION

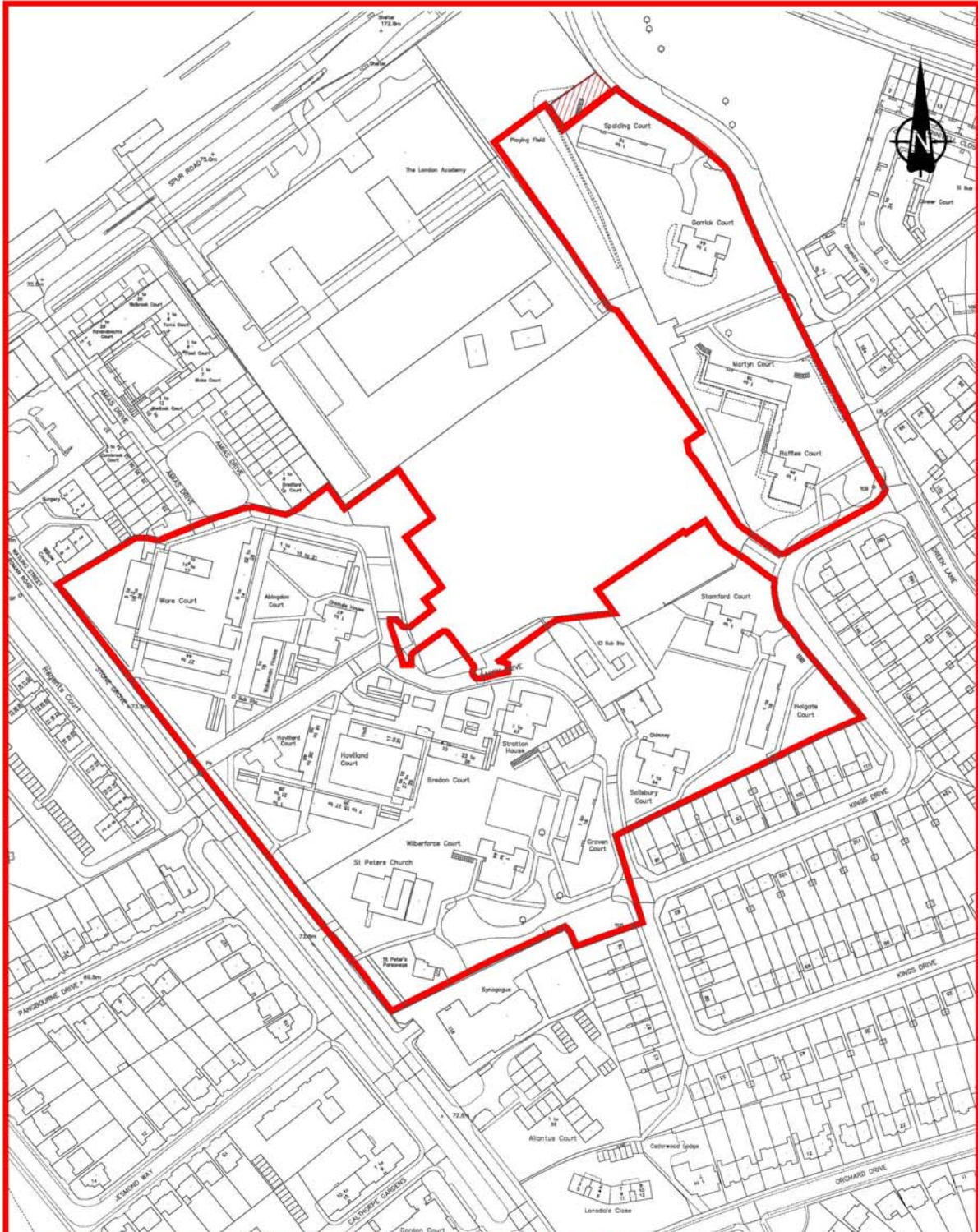
- 9.1 On 28 July 2011, the Council resolved to make a CPO for the Stonegrove and Spur Road Estates. Following preliminary activity on the part of Council officers with respect to the making of the CPO, it has become necessary that an additional piece of land, measuring approximately 333 square metres should be included within the CPO boundary, in order to ensure, that all third party property or proprietary interests over the area that is subject to the regeneration are acquired by the Council in order to facilitate the re-development of the estates.
- 9.2 The additional land to be included in the CPO is vacant land that is in the freehold ownership of the Council and is the site of former buildings used for storage by occupiers. The reason for including the additional area is to ensure that any remaining third party property or proprietary interests are acquired as part of the land assembly exercise for the SGSR Regeneration Scheme.

10. LIST OF BACKGROUND PAPERS

- 10.1 None

Legal – TE
CFO – MC/JH

Appendix 1



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Initiated by S.O.D. Drawn by K.E.B. Checked by S.O.D. Date 12/10/11	SCHEME: STONE GROVE REGENERATION AREA	Craig Cooper, Commercial Director.	 DRAWING No. 24332/3
	TITLE: C.P.O. PLAN	London Borough of Barnet, North London Business Park, Oakleigh Road South, New Southgate, London, N11 1NP. Tel. 020 8359 2000	

AGENDA ITEM: 7 Pages 24 - 28

Meeting	Cabinet Resources Committee
Date	7 November 2011
Subject	Former Child Guidance Centre, East Road, Burnt Oak
Report of	Cabinet Member for Resources and Performance
Summary	To remarket the councils freehold interest in the above property.

Officer Contributors	Simon Shaer – Valuer (Property Services) Judith Ellis – Valuation Manager (Property Services)
Status (public or exempt)	Public (with separate exempt report)
Wards affected	Burnt Oak
Enclosures	Appendix 1 - Plan
For decision by	Cabinet Resources Committee
Function of	Executive
Reason for urgency / exemption from call-in (if appropriate)	Not applicable

Contact for further information: Simon Shaer, Valuer, Property Services, 0208 359 7357, simon.shaer@barnet.gov.uk.

1. RECOMMENDATIONS

- 1.1 That the Committee approves the remarketing of the Council's freehold interest in the former Child Guidance Centre, East Road, Burnt Oak, as shown edged red on the attached plan.**
- 1.2 That the results of the remarketing exercise be reported to the Cabinet Member for Resources and Performance for approval, under delegated powers, of the final terms of disposal.**

2. RELEVANT PREVIOUS DECISIONS

- 2.1. Cabinet Resources Committee 8th July 2004 (Item 14) – Resolved that, subject to the grant of planning permission, the freehold interest in the former Child Guidance Centre site at East Road, Burnt Oak be transferred to Ealing Family Housing Association for the building of a replacement for the Merrivale elderly persons care home and day centre in exchange for the transfer back to the Council of the current Merrivale site at East Road, Burnt Oak and the grant of a short-term, non-renewable lease of the existing care home and day centre to Ealing Family Housing Association at a peppercorn rent.
- 2.2. Cabinet Resources Committee 31st October 2007 (Item 13) - Resolved to accept the conditional offer from St James Investments to acquire the Council's freehold interest in Watling Car Park and other lands, as detailed in the report.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The Corporate Plan 2011-2013 commits the Council to delivering better services with less money. A key principle of the medium term financial strategy is to continually review the use of Council assets so as to reduce the cost of accommodation year on year and to obtain best consideration for any surplus assets to maximise funds for capital investment and/or the repayment of capital debt. The sale of this surplus site will generate a capital receipt.

4. RISK MANAGEMENT ISSUES

- 4.1. There are no policy considerations and officers do not anticipate significant levels of public concern.
- 4.2. In preparation for sale the Council will need to remove a number of fire-damaged Asbestos Insulated Boards (AIB's) within the interior of the building. These damaged AIBs have created airborne asbestos which prevents entry into the building, in the absence of suitable air masks and protective clothing.
- 4.3. After removal of the damaged AIB's the acquiring party will need to maintain the remaining asbestos in the building. The presence of asbestos in the property may result in a delay in the sale proceeding.
- 4.4. If the Council does not proceed with this sale it will need to address the issues that an empty building attracts such as vandalism, squatters, liability for any rates payable and utility bills.
- 4.5. Depending upon the use proposed for the property, any party looking to acquire the Council's freehold interest may have to apply for planning permission. If planning permission is required then this may delay/prevent the sale, particularly as the property is within a flood plain and the Environment Agency must first be consulted

5. EQUALITIES AND DIVERSITY ISSUES

- 5.1 The Council is committed to improving the quality of life and wider participation for all in the economic, educational, cultural, social and community life of the Borough.
- 5.2 It is not considered that the proposal will give rise to any issues under the Council's Equalities policies and does not compromise the Council in meeting its statutory equalities duties.

6. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

- 6.1 There are no procurement, performance and value for money, staffing, IT or sustainability implications. The property implications are set out in paragraph 8 below.

7. LEGAL ISSUES

- 7.1 Local authorities are given powers under Section 123 of the Local Government Act 1972 (as amended) to dispose of land held by them in any manner they wish, including sale of their freehold interest, granting a lease or assigning any unexpired term on a lease, and the granting of easements. The only constraint is that, except with the consent of the Secretary of State, a disposal must be for the best consideration reasonably obtainable. There are, however, a number of General Disposal Consents covering routine matters which preclude the need to specifically approach the Secretary of State.
- 7.2 The Council's statutory duty referred to in 7.1 must be addressed in the report to the Cabinet Member for Resources and Performance seeking approval, under delegated powers, of the final terms for the disposal.

8. CONSTITUTIONAL POWERS

- 8.1 Constitution, Part 3, Responsibility for Functions, paragraph 3.6 - Functions delegated to the Cabinet Resources Committee including all matters relating to land and buildings owned, rented or proposed to be acquired or disposed of by the Council.
- 8.2 Constitution, Part 4, Council Procedure Rules, Management of Real Estate, Property and Land, paragraph 19 – All recommendations for approval of the sale price and other terms of disposal must contain a statement from the Chief Valuer or, if appointed, from suitably qualified external agents that the Council will obtain the best price which can reasonably be obtained or that there is approval through the General Consent or that the consent of the office of the Deputy Prime Minister has been obtained or will be sought to enable the disposal of the property to proceed as recommended.

9. BACKGROUND INFORMATION

- 9.1. The former Child Guidance Centre faces west on to East Road, with the north west boundary adjoining the Merrivale Care Home, the eastern boundary adjoining the Silk Stream and the south eastern boundary adjoining residential properties in Barnfield Road.
- 9.2. The subject property comprises of a large single storey brick and part flat and pitched tile roof structure of a 1970's design which sits in a site area of approximately 0.45 hectares.
- 9.3. This site was formerly used as a child guidance centre but has been vacant for a number of years while opportunities involving, firstly, a care home package and, secondly, a development as part of the Watling Car Park were pursued. These proposals did not reach fruition and both disposals were aborted.

- 9.4. In 2004 it was proposed that the site, together with the neighbouring Merrivale Care Home, be disposed to Ealing Family Housing Association. This sale did not proceed as a number of conditions in the land swap agreement were not satisfied before the deadline outlined in the Catalyst contract expired.
- 9.5. Following the abortive disposal to Ealing Family Housing Association, in 2007 terms were agreed with St James Investments for the sale of the site, and adjoining lands, for the purpose of redeveloping the Watling Car Park. That sale also proved abortive. This site is no longer required to deliver the car park re-development.
- 9.6. The building has previously attracted squatters which has resulted in a number of internal fires. The London Fire Brigade (LFB) has orally suggested that the Council take steps to secure the building in order to prevent any re-occurrence. To this end, Property Services has arranged for the palisade fencing to be repaired, as well as for the installation of rented steel doors, steel window panels and a rudimentary alarm system
- 9.7. At present a large part of the internal décor and roof has been burnt out and the building is uninhabitable. Property Services has taken steps as outlined in 4.5 to secure the building.
- 9.8. As noted in section 4.2, due to these fires a number of AIB's have been damaged and the property has airborne asbestos. Property Services are taking steps to rectify this before marketing is commenced.
- 9.9. The site is surplus to the Council's requirements and it is considered that it should be remarketed for disposal.. As the site falls within a flood plain it is expected that offers will come mainly from community organisations.
- 9.10. Property Services has been approached by a prospective purchaser expressing interest in the site. However, in order to ensure that the Council complies with its statutory duty to obtain best consideration it is proposed that a full marketing campaign be undertaken with the results being reported to the Cabinet Member for Resources and Performance for approval, under delegated powers, of the final terms. It is expected that the property will attract offers in excess of the sum detailed in the accompanying exempt report.

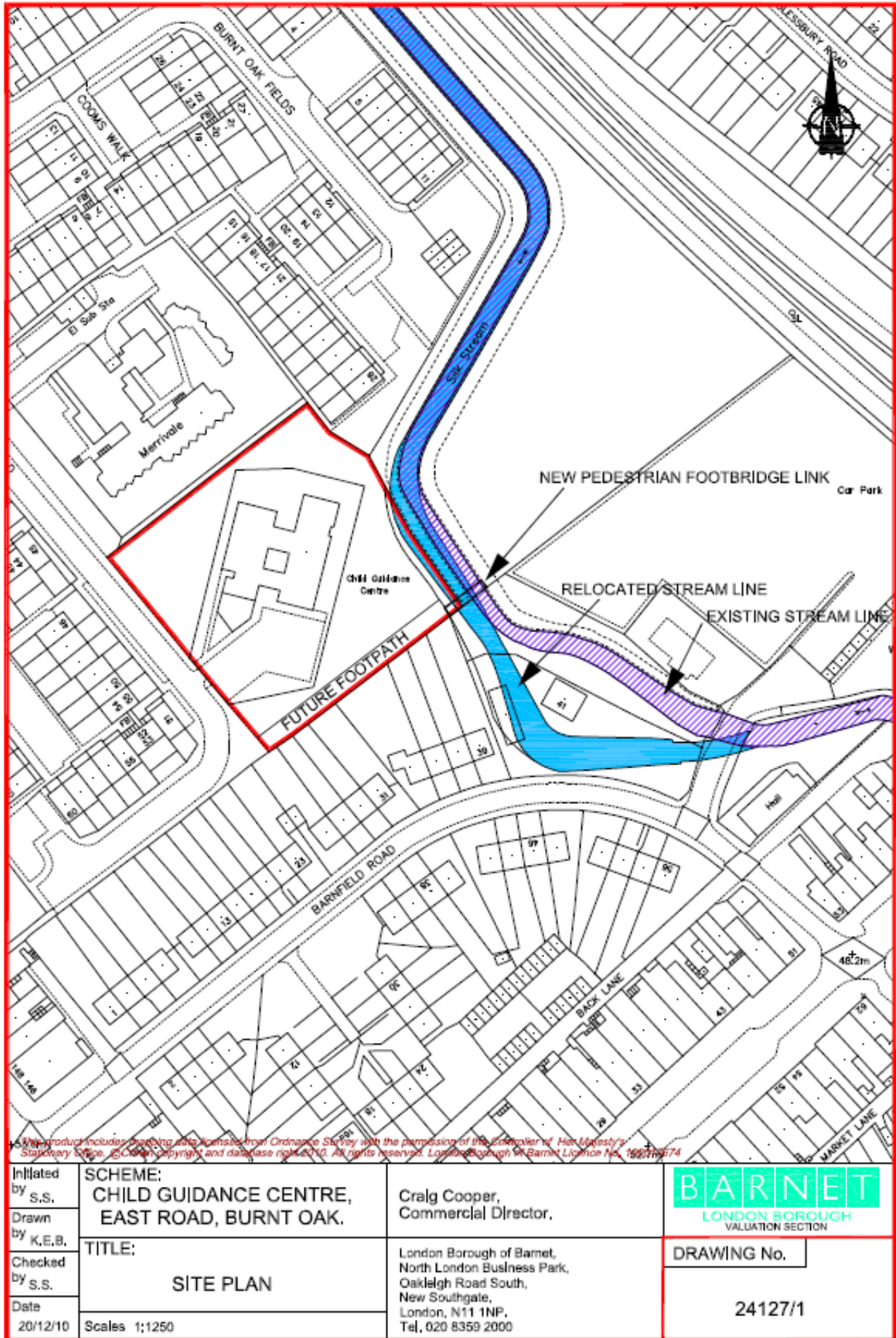
10. LIST OF BACKGROUND PAPERS

None

Legal: SWS

CFO: JH

Appendix 1 - Plan



Initiated by S.S.	SCHEME: CHILD GUIDANCE CENTRE, EAST ROAD, BURNT OAK.	Craig Cooper, Commercial Director.	BARNET LONDON BOROUGH VALUATION SECTION
Drawn by K.E.B.	TITLE: SITE PLAN	London Borough of Barnet, North London Business Park, Oakleigh Road South, New Southgate, London, N11 1NP. Tel, 020 8359 2000	DRAWING No. 24127/1
Checked by S.S.	Scales 1:1250		
Date 20/12/10			

AGENDA ITEM: 8 Pages 29 – 35

Meeting	Cabinet Resources Committee
Date	7 November 2011
Subject	Catalyst Care Home Contract Renegotiation
Report of	Cabinet Member for Adults Cabinet Member for Resources and Performance
Summary	This report sets out progress on the renegotiation of the Catalyst Care Home Contract and requests approval to conclude the negotiations within the parameters set out in the report.

Officer Contributors	Kate Kennally, Director of Adult Social Care and Health Craig Cooper, Director of Commercial Services Andrew Travers, Deputy Chief Executive
Status (public or exempt)	Public, with separate exempt report
Wards affected	All
Enclosures	None
For decision by	Cabinet Resources Committee
Function of	Executive
Reason for urgency / exemption from call-in (if appropriate)	Not applicable

Contact for further information: Colin Hudson, Project Manager, 07831 684330

1. RECOMMENDATIONS

- 1.1 That approval be given to the terms of the broad agreement, with Catalyst, as set out in paragraph 9.3 below, subject to the commercial aspects meeting the requirements of the Medium Term Financial Strategy.**
- 1.2 That the consultation process for the closure of an old care home should commence immediately.**
- 1.3 That the position in respect of the negotiation of outstanding abortive costs as set out in 6.3 is noted.**

2. RELEVANT PREVIOUS DECISIONS

- 2.1 Council, 23 October 2000 (Decision item 62) – approved the selection of Ealing Family Housing Association (now part of the Catalyst Group) to take a transfer of the majority of the Council's elderly persons residential care homes and day centres on the basis that these would be replaced with modern purpose built facilities and achieve an ongoing revenue saving for the Council from the commencement of the contract.
- 2.2 Cabinet, 5 November 2002 (Decision item 10) – approved the swap of sites in Claremont Road, Brent Cross NW2 and East Road, Burnt Oak HA8 with Ealing Family Housing Association upon which to develop replacements for the Perryfields and Merrivale elderly persons care homes and day centre.
- 2.3 Cabinet Resources Committee, 8 August 2004 (Decision item 14) – subject to conditions, agreed:
 - i. the freehold interest in an appropriate area of land at Claremont Road, NW2 be transferred to Ealing Family Housing Association for the building of a replacement for the Perryfields elderly persons care home and day centre in exchange for the transfer back to the Council of the current Perryfields site at Tyrrel Way; and
 - ii. the freehold interest in an appropriate area of land at East Road, Burnt Oak HA8 be transferred to Ealing Family Housing Association for the building of a replacement for the Merrivale elderly persons care home and day centre in exchange for the transfer back to the Council of the current Merrivale site at East Road, Burnt Oak.
- 2.4 Cabinet Resources Committee, 3 September 2007 (Decision item 7) – noted the disagreement with Catalyst in respect of its Deficit Claim and also agreed that the dispute with Catalyst in respect of the Perryfields/Claremont Road and Merrivale/Child Guidance Centre sites swaps agreements, and the Project and Abortive Costs claims arising there from, be referred to arbitration and/or independent expert as appropriate.
- 2.5 Cabinet Resources Committee, 2 September 2008 (Decision item 16) – noted the action taken by Catalyst to initiate the arbitration procedure and instructed the appropriate Chief Officers to appoint Counsel and other appropriate consultants and that the costs relating to this would be met from reserves.
- 2.6 Cabinet Resources Committee, 23 April 2009 (Decision item 14) – noted the stage proceedings were at and the amount of money spent in relation to the arbitration.
- 2.7 Cabinet Resources Committee, 8 December 2009 (Decision item 18 and X2) – noted the stage proceedings were at; the amount of money spent in relation to the arbitration and formally agreed not to offer Catalyst a “drop hands” settlement.

- 2.8 Cabinet Resources Committee, 17 June 2010 (Decision item X7) – noted the stage proceedings were at; the amount of money spent in relation to the arbitration and the likely need to renegotiate the Care Home Contract, as well as the retention of Eversheds as legal advisors to the Council.
- 2.9 Cabinet Resources Committee, 19 October 2010 (Decision item 11 and X3) – noted the stage proceedings had reached; that a further hearing was to be held; the estimated cost of the preliminary arbitration award; that a renegotiation strategy was being developed.
- 2.10 Cabinet Member Delegated Powers Report No 1264, 18 February 2011 – approved the Council’s contribution to Catalyst’s legal costs in respect of the Arbitration.
- 2.11 Cabinet Resources Committee, 2 March 2011 (Decision item 6) – set out the results and consequences of the arbitration proceedings and the Council’s initial objectives for a renegotiation of the contract.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The 2010-2013 Corporate Plan priority of ‘Better Services with Less Money’ relates to the objectives of the contract renegotiation which are to remove the contractual deficit clause which allows for a deficit claim to be made by Catalyst to the Council, reduce the number of block beds the Council is required to purchase and to ultimately reduce the bed price.

4. RISK MANAGEMENT ISSUES

- 4.1 The risks associated with the renegotiation and its consequences have been formally logged in the Adult Social Care Risk Register.
- 4.2 Whilst negotiations are close to completion and agreement has been reached in principle the monetary values which might be attached to rentals for future leases taken by the council; for void sharing; and future block beds are critical to the Council’s future residential care costs and there remains a risk that, on one or more of these items, Catalyst will not agree to the Council’s offer.
- 4.3 The proposal to close one of the older and less efficient homes will be subject to consultation. However, closure would allow residents to transfer to a much newer, purpose built facility that would afford them the dignity they deserve and provide a much safer living environment. As with any closure of a residential care facility there are reputational risks particularly given the recent press coverage in respect of residential care.
- 4.4 Negotiations have continued in respect of the outstanding abortive cost claims reported to Cabinet Resources Committee on 2 March 2011. Whilst Catalyst have now accepted the Council’s arguments in respect of the claim they will be seeking to recover an element of the costs through the renegotiation which increases the risk that the commercial elements will be difficult to resolve to the mutual satisfaction of both parties.

5. EQUALITIES AND DIVERSITY ISSUES

- 5.1 Under the Equality Act 2010, the council has a public sector equality duty to have due regard to three specified matters when exercising its functions:

- 5.1.1 stopping unlawful discrimination, harassment and victimisation;
 - 5.1.2 promoting equality of opportunity between people who share protected characteristics and those who do not; and
 - 5.1.3 promoting good relationships between people who share protected characteristics and those who do not.
- 5.2 The service is inclusive and provided to all older people eligible for residential care or requiring day care. There are specialist units for people who have dementia, people who have learning disabilities and a unit for Asian people. However, the proposed closure of one of the older homes will require full consultation with residents, day care users, users' families and staff which will be conducted in accordance with national recognised best practice. A full equalities impact assessment will also be undertaken, prior to a decision being reached and the results taken into account in arriving at a decision.

6. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

- 6.1 Since the outcome of the initial arbitration hearing in July 2010 the Council has utilised external support to advise on the renegotiation as well as to assist the negotiation of legal costs in respect of the arbitration and the abortive costs claims. To date this has cost £50,000 and has been funded from the Council's Risk Reserve. This support will be terminated when agreement with Catalyst is reached and any remaining costs will be funded from the Adult Social Care and Health Departmental Budget although they are not expected to exceed a further £15,000.
- 6.2 Once agreement with Catalyst has been reached further investment will be required in order to facilitate implementation which will be funded from the Adults Social Care and Health budget. This has been estimated as set out below:
- Project management, procurement and negotiation support - £60,000.
 - Legal support to develop new contracts - £20,000.
 - Pensions specialist - £5,000

It is also envisaged that external procurement support will be required following implementation but this will be subject to a separate report to this Committee.

- 6.3 The issues over land swaps have been reported previously. The claim in respect of Perryfields was received following the CRC meeting on 2 March 2011 and amounted to £523,000 which when coupled with the outstanding claim of £140,000 in respect of Merrivale resulted in a total claim of £663,000.

The Council have to date offered Catalyst £93,000 to settle the position with respect to Merrivale, this offer has recently been accepted and is within the £110,000 ear marked reserves agreed at the CRC meeting on 2 March 2011. The Council rejected almost all of the claim in respect of Perryfields and Catalyst have recently confirmed they accept the arguments put forward that their claim is not legally valid. However, they have also indicated a wish to discuss the costs incurred as part of the renegotiation process and may attempt to submit a smaller claim on a different basis. However, at this stage the negotiations have reduced the initial claim by £570,000. Whilst any payment to Catalyst in respect of this issue will be resisted consideration will be given to any proposals

received as long as they are in accordance with the overall objectives of the renegotiation and meet the requirements of the Medium Term Financial Strategy.

7. LEGAL ISSUES

Existing contractual arrangement

- 7.1 The, existing, contract between the council and Catalyst is for the development of new homes and the provision of care in those homes. Catalyst, in turn, sub-contracted the provision of the care services to Freemantle.
- 7.2 In the event that the negotiations culminate in agreement to terminate the upper level contract, between the council and Catalyst, the sub-contract between Catalyst and Freemantle will, as part of the new arrangements, be novated to the council.
- 7.3 Relevant contract documentation will need to be completed and executed by the, relevant, parties.

Procurement

- 7.4 Within the context of European procurement rules and in any contract re-negotiations, care must be taken to ensure that changes to the contract are not such as to constitute a new contract which should be subject to EU procurement. However, Social care services fall within Part B of the Public Contracts Regulations 2006 (as amended) and are, therefore, not subject to the full European procurement regime. The Treaty principles of transparency, non-discrimination and fair treatment will apply.

Consultation

- 7.5 There is a public law duty on local authorities to consult on the proposal to close the, relevant, care home. Case law has established that consultation must be carried out properly and must be undertaken at a time when the proposals are still at a formative stage. Sufficient reasons must be given to allow those consulted to give intelligent consideration and an intelligent response. There must also be adequate time for a response.
- 7.6 The purposes of consultation:
- for all stakeholders to be given the opportunity to engage in the consultation process;
 - for their feedback to be carefully considered by the council in arriving at a final decision.
- 7.7 The consultation process will involve as many users, carers, local people and partner organisations as possible.

8. CONSTITUTIONAL POWERS

- 8.1 The Council's constitution, Part 3, Responsibility for Functions, paragraph 3.6 states the terms of reference of the Cabinet Resources Committee.

9. BACKGROUND INFORMATION

9.1 Following the Arbitrator's conclusions, the Adult Social Care and Health Directorate began exploring a range of options to minimise the losses likely to be incurred by Catalyst and thus the level of deficit funding which Barnet might need to meet in future.

9.2 The core aim of the renegotiation, as reported to Cabinet Resources Committee on 2 March 2011 was to develop a mutually acceptable option which:

- Facilitates the removal of the deficit clause to reduce the Council's exposure to funding future losses.
- Is financially sustainable and meets the requirements of the Medium Term Financial Strategy which provides for savings to be achieved in respect of this contract of £300,000 in 2012/13 and £700,000 in 2013/14.
- Meets the Council's needs in terms of the availability of residential care beds in a more flexible way and avoids the need to pay for beds which are not required.
- Continues the use of the new care homes beyond the existing contract term.
- Links back to the developments in West Hendon/Brent Cross and thus supports the Council's regeneration objectives.
- Ensures that a suitable range of day care is available to meet the needs of Older People in Borough with social care needs.

9.3 Discussions with Catalyst have resulted in broad agreement being reached as follows:

- Catalyst will lease all of the new homes to the Council at which point the existing Care Contract will be terminated. This removes the deficit clause.
- The leases will be for 21 years and 1 day with a break clause at an appropriate stage, giving the Council access to the new homes for a period well beyond the current contract.
- The Fremantle contract for care provision will novate to the Council, ensuring that the total cost per bed (covering both buildings and care) does not exceed the current bed price paid to Catalyst. This novation will enable the Council to either negotiate a contract more appropriate to its needs or, retender the care provision and thus provide more flexibility in terms of block beds, the price per bed and the form and location of day care services.
- Subject to consultation with staff and engagement with residents and residents' families, one of the older homes will be closed. Thus will result in the removal of beds which are not required and more importantly enable existing residents to be moved to new, modern homes which provide improved facilities and give the residents the dignity they deserve. It also reduces the health and safety risks associated with older premises.

This headline agreement thus meets the objectives set out in paragraph 9.2 and through a much more flexible working arrangement is expected to meet the requirements of the Medium Term Financial Strategy, subject to the commercial considerations in the accompanying Exempt Report.

9.4 Assuming the outstanding commercial issues can be resolved with Catalyst in the near future the indicative timetable for implementing the agreement is:

- November 2011. CRC give approval to implement the negotiated agreement. Respite care in the home earmarked for closure is transferred to one of the new homes immediately.
- Any necessary Consultation and stakeholder engagement process for the closure of the rest of the home by Catalyst commences in collaboration with the London Borough of Barnet.
- February 2012. Consultation on the home closure ends. The final decision will be made, taking into account the results of the Equalities Impact Analysis and consultation and subject to resolving any consultation issues arising, the closure process commences
- March 2012. If the decision to close is made then legally binding contracts are signed with Catalyst and The Fremantle Trust for the new operating model to be introduced as soon as the home proposed for closure is closed.
- December 2012 will, subject to the result of the consultation, be the due date for closure of the old home with all residents being relocated.
- January 2013. The Council takes over the operation of the new homes under a lease arrangement and directly manages Fremantle as the care provider. Depending on the success of negotiations with Fremantle at that point either a revised contract will be entered into which is more appropriate to the Council's needs or the contract will be terminated with 12 months notice and a procurement exercise commenced.

10. LIST OF BACKGROUND PAPERS

10.1 None

Legal – SS
CFO – MC/JH

AGENDA ITEM: 9

Pages 36 – 43

Meeting	Cabinet Resources Committee
Date	7 November 2011
Subject	Children and Young People Short Breaks – award of contracts for Short Break services.
Report of	Cabinet Member for Education, Children and Families
Summary	This report seeks approval to award contracts to 10 organisations for the period January 2012 to the end of March 2013; to provide short breaks for disabled children, young people and their families.

Officer Contributors	Jay Mercer, Deputy Director of Children's Service Sue Reeve, Interim Complex Needs Divisional Manager, Children's Service
Status (public or exempt)	Public, with separate exempt report
Wards affected	All
Enclosures	None
For decision by	Cabinet Resources Committee
Function of	Executive
Reason for urgency / exemption from call-in (if appropriate)	Not applicable

Contact for further information: Sue Reeve, Interim Complex Needs Divisional Manager, Children's Service, 020 8359 7721.

1. RECOMMENDATION

- 1.1 To award contracts to 10 organisations as listed in 6.10 for the provision of short breaks for the period January 2012 to the end of March 2013; with the option to extend contracts by a further year, subject to funding being available and providers meeting performance requirements.**
- 1.2 That the Director of Children's Service is authorised to make minor amendments to the proposed allocation of funds that increase efficiency and improve service delivery.**

2. RELEVANT PREVIOUS DECISIONS

- 2.1 The Director of Children's Service, in consultation with the Cabinet Member for Children's Services, approved on 31 July 2009 by delegated powers (DPR 851) the award of £232,469.04 to 14 providers for the provision of short breaks during 2009/10.
- 2.2 The Director of Children's Service approved on 29 April 2010 by delegated powers (DPR 1056) the extension of 13 contracts with providers for short breaks for a three month period until 31 June 2010.
- 2.3 Cabinet Resources Committee, 19 July 2010 (Decision item 7) – approved the 2010/11 Commissioning Strategy to enable the growth and development of services to children and young people with disabilities.
- 2.4 The Director of Children's Service approved on 1 October 2010 by delegated powers (DPR 1172) the contract award for short breaks provision for disabled children and young people.
- 2.5 The Director of Children's Service approved on 31 March 2011 by delegated powers (DPR 1308) the extension of 9 contracts with providers for short breaks for a three month period until 30 June 2011.
- 2.6 Cabinet Resources Committee, 24 May 2011 (Decision item 10) authorised officers to tender for Short Break provision from January 2012 to March 2013; and to extend the existing contracts for Short Breaks to the end of December 2011

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The Council's Short Breaks programme provides a wide range of services to enable disabled children and young people to take part in play, leisure and other activities within their community; receive support in their home and in other settings so they can experience fun and challenging opportunities; while their parents and carers have a break from their caring responsibilities.
- 3.2 The Short Breaks programme intends to further progress the Council's corporate priorities of 'better services with less money', 'sharing opportunities and sharing responsibilities' and 'a successful London suburb'.:
 - (a) By selecting providers who will offer a wide range of services that are preferred by families and carers and reducing the use of more expensive alternative services the Council's corporate priority of better services with less money is progressed.

Furthermore, the procurement process focused on achieving value for money by analysing the costs and efficiency of potential providers and awarding contracts only to those organisations which demonstrate best value.

- (b) By enabling families to continue to care for their children within the family, the corporate priority of, sharing opportunities, sharing responsibilities is also progressed.
- (c) As the organisations that have been selected for the award of the short break contracts will provide a range of quality services which will enhance the Council's reputation with local families and the community, the Council can be seen as a successful London suburb, which is one of the priorities.

3.3 The Short Breaks Programme also contributes towards the Barnet Children and Young People Plan 2010-2013 priority 'ensure high quality provision for disabled children and young people and those with complex needs'.

4. RISK MANAGEMENT ISSUES.

4.1 The current contracts will expire on 31 December 2011 and failure to award the new contracts from January 2012 will lead to the disruption of short break services both for the providers delivering the services and the families using them.. This could lead to additional stress for families with the potential risk of family breakdown and the need for significantly more costly services such as accommodation and social work intervention.

4.2 The Council has a statutory duty under the Breaks for Carers of Disabled Children Regulations 2011 to provide short breaks. There is the likelihood that the Council will be in breach of the Regulations if there is any break in provision of or failure to provide the services. It will also put the Council at potential risk of judicial review and damage to its reputation both locally and nationally.

4.3 In order to mitigate these risks, it is recommended that the contracts are awarded to the organisations identified in this report.

5. EQUALITIES AND DIVERSITY ISSUES

5.1 Section 149 of the Equality Act 2010, which came into force on 5 April 2011, sets out the public sector duty, i.e. that all public bodies are under an obligation to have 'due regard' to eliminating discrimination, advancing equality and fostering good relations in the contexts of age, disability, gender reassignment, (explicitly) pregnancy, and maternity, religion or belief and sexual orientation. If the Council fails to discharge the statutory duty under the Equality Act 2010, it may result in a successful challenge being made against the Council.

5.2 The Short Breaks programme supports a very diverse population of disabled children and young people, in particular:

- Children and young people with Autistic Spectrum Disorder (who have severe learning disabilities or behaviour which is challenging)
- Children and young people whose challenging behaviour is associated with other impairments such as severe learning disabilities.
- Children and young people with complex health needs including those with disability and life limiting conditions, and/or those who require palliative care and/or those with

associated impairments such as cognitive or sensory impairments and/or have moving / handling needs and/or require special equipment / adaptations.

The focus has been on ensuring that those children and young people with the highest levels of need and most vulnerable are able to access and benefit from short breaks.

- 5.3 From 1 April 2011, there is a legal duty for the Council to ensure that organisations commissioned by the Council, in delivering the services on behalf of the Council, comply with the duty imposed under the Equalities Act 2010. Council officers have revised data collection for the use of monitoring, to ensure organisations are fully compliant. The procurement process included an assessment of the evidence that organisations have systems and processes in place to enable equality impact assessments to be undertaken. A number of organisations indicated that they currently do not provide some diversity data for their workforce such as faith and sexuality. Further work will be required with successful contractors to establish how they will assist the Council in complying with the equality duties and to avoid challenge against the Council with regards to equality issues.

6. FINANCIAL, STAFFING, ICT AND PROPERTY IMPLICATIONS

Financial

- 6.1 The funding of the Short Breaks contracts is within the Disabled Children's Budget. The planned spend for this financial year and indicative budget for 2012-13 is also £1.075m. There are currently no plans to decrease this budget and the proposal is consistent with the medium Term Financial Strategy for the Children's Service. The value of the contracts will be £800,000; made up of 2011/12 Quarter 4 allocation of £115k (which brings the 2011/12 contracted spend to £650k) and 2012/13 allocation of £685k.
- 6.2 The contracted services have been procured within the same budget as last year and the Service has been able to ensure through its effective procurement process that it has contained any inflationary pressure while maintaining consistent service provision.

Procurement

- 6.3 For the purposes of the Public Contracts Regulations 2006 (which implement European procurement rules) the short break service is a 'Part B' service as opposed to a Part A Service requiring full adherence to the EU procurement timescales. All specified Regulations for Part B services have been adhered to, including publication of a Contract Tender advertisement. A Contract Award Notice will be placed 48 days after the award of the contract.
- 6.4 The tender for the Short Break services for the period 1 January 2012 to 31 March was divided into three service lots with the indicative values as follows;

SERVICE LOTS	2011/12 (QTR 4) AND 2012/13 (Value and % of allocation)
Lot 1 - Group based services - Out of school provision including weekend and holiday schemes.	£440,000 (55%)

Lot 2 - Overnights	£200,000 (25%)
Lot 3 - Enablers (Personal assistants and buddies)	£160,000 (20%)
TOTAL	£800,000

6.5 During the tender process 30 Tender packs were issued and by the tender closure date of 9 September 2011, 15 organisations had submitted a tender.

6.6 Value of the tender submissions and variance from indicative contract value.

Service Lot	Total value of all tenders submitted	No of Submissions	Budget Value for Lot
Lot 1	£716,029	7	£440,000
Lot 2	£430,901	5	£200,000
Lot 3	£654,758	11	£160,000
TOTAL	£1,801,688	23	£800,000

6.7 These submissions were assessed at an Evaluation Panel on 3 October 2011, taking into account the results of financial viability checks provided by Corporate Procurement and Finance.

6.8 The following evaluation criteria was applied

Evaluation Criteria	Weighting
Experience of providing similar work	20%
Capacity and resources to support the contract	20%
Technical Expertise	10%
Quality Aspects	20%
Cost	30%

6.9 Following the competitive tendering process it is proposed that 15 contracts be awarded to 10 organisations for the sum of approximately £800,000. Providers prices will remain fixed for the remainder of the contract durations.

6.10 The proposed providers represent value for money in terms of the competitive cost of the service and their ability to deliver short breaks efficiently to families over the length of the contract. Where organisations are offering a service across more than one service lot, efficiency can be achieved in terms of the resource required to manage the contract including performance monitoring. It is also anticipated that there will also be service

benefit for families arising from this due to greater consistency and a reduction in the number of separate organisations currently providing short break services.

Additionally, it is anticipated that maintaining a small number of providers will reduce the officer resource required to manage the contracts while at the same time retaining service choice for families.

6.11 The table below summaries the organisations and the value of the proposed contracts to be awarded.

PROVIDER	LOT 1	LOT 2	LOT 3	PROVIDER FUNDING TOTAL
A	£32,824			£32,824
B	£10,494			£10,494
C			£50,860	£50,860
E	£40,563			£40,563
F	£174,260	£152,036	£70,500	£396,796
H		£18,720	£4,700	£23,420
J			£11,109	£11,109
K	£32,853		£11,425	£44,278
M	£130,720		£14,591	£145,311
N	£19,520			£19,520
TOTAL FOR SERVICE LOTS	£441,234	£170,756	£163,185	£775,175

6.12 One provider, Organisation G subsequently withdrew their tender as they were unable to meet the procurement requirements. A further provider, Organisation O was assessed as a maximum risk company with high failure based on their financial evaluation. This organisation also failed to meet the quality criteria benchmark of 55%

6.13 Although virtually the full value of the contracts has been allocated it is possible that there may be some variance arising from a later start by some of the new providers needing to establish their service. In view of this, officers are seeking delegated powers to enable them make minor amendments to ensure full expenditure of the budget by the end of March 2013.

Staffing

6.14 In the re-tender the Council believed that TUPE applied for Lots 1, 2 and 3. Prior to the tender current providers were contacted regarding their staff in relation to TUPE, all of the organisations contacted confirmed that they managed a mixed workforce consisting of full time and sessional workers and volunteers; and two organisations declared that TUPE applied to this tender. The TUPE schedule was included in the tender pack and a signed TUPE Declaration Form required as part of the tender submission.

- 6.15 Following re-commissioning, the provider/s will be required to ensure a service workforce that is competent and complies with all relevant national occupational standards including registration with OFSTED and CQC where appropriate.
- 6.16 As part of the quality evaluation, organisations were required to provide evidence of their policies and procedures related to safeguarding and child protection This embraced the recruitment, training and management of staff, processes for identifying, reporting and managing concerns about families.

7. LEGAL ISSUES

- 7.1 The Breaks for Carers of Disabled Children Regulations 2011, places a duty on Local Authorities to provide short breaks to carers of disabled children and Section 25 of the Children Act 1998 imposes a duty on Local Authorities to *'assist individuals who provide care for disabled children to continue to do so, or to do so more effectively, by giving them breaks from caring.'*

Following the procurement process, the providers will be required to enter into a written contract to be drawn up specifying the terms and conditions for provision of the services and in accordance with the Council's Contract Procedure Rules.

8. CONSTITUTIONAL POWERS

- 8.1 The Council's constitution in Part 3, Responsibility for Functions, paragraph 3.6 states the terms of reference of the Cabinet Resources Committee.
- 8.2 Paragraph 5 of the Council's Contract Procedure Rules sets out the authorisation and acceptance procedures, arrangements for authorisation before quotations or tenders for supplies, services or works may be sought and for the subsequent acceptance of tenders or other purchase arrangements.

Paragraph 5 5-1 of the Contract Procedure Rule provides the threshold for authorisation and acceptance of contracts. In the case of the proposed award of contract specified in this report, authorisation and acceptance by the Cabinet Committee is required in view of the expected value of some of the contracts.

9. BACKGROUND INFORMATION

- 9.1 The successful Aiming High for Disabled Children programme has enabled more than 700 disabled children and young people to access short breaks during 2010/11. These services have been targeted towards the following groups of disabled children and young people;
- a) Children and young people with Autistic Spectrum Conditions (ASD);
 - b) Children and young people with complex health needs;
 - c) Children and young people aged 11+ with moving and handling needs that will require equipment and adaptations;
 - d) Children and young people where challenging behaviour is associated with other impairments (e.g. severe learning disability); and
 - e) Young people 14+ who meet the above criteria.

The short breaks have promoted their involvement in a range of challenging and enjoyable activities, making friends and developing their interests, while at the same time benefiting their parent and siblings by providing them with a break from their caring responsibilities.

- 9.2 From April 2011, and to support the new duty under the Breaks for Carers of Disabled Children Regulations 2011 to provide a short breaks service to carers of disabled children funding for short breaks has been allocated through the Early intervention grant.
- 9.3 On 24 May 2011, the Cabinet Resource Committee authorised officers to tender for Short Break provision for disabled children and young people for the period 1 January 2012 to 31 March 2013.
- 9.4 The Competitive tendering process for the fifteen month contracts for Short breaks was initiated on 5 August 2011. Information about the tender was sent to existing providers and a number of other local and national organisations, some of which had previously expressed an interest in delivering short breaks in Barnet. Additionally, this information was shared with Community Barnet who publicised the tender through their networks and was also placed on Barnet's website.
- 9.5 Provider events took place on 10 August 2011 and 18 August 2011 to provide information about the Tender process and to respond to questions raised. 9 providers from 16 organisations attended the meetings; and responses provided to 63 questions/points of clarification raised by individuals and organisations during the tender process.

10. **LIST OF BACKGROUND PAPERS**

- 10.1 None.

Legal – PD
CFO – MC/JH

AGENDA ITEM: 10 Pages 44 – 71

Meeting	Cabinet Resources Committee
Date	7 th November 2011
Subject	Adults' and Children's Services contracts
Report of	Deputy Leader of the Council and Cabinet Member for Resources and Performance Cabinet Member for Education Children and Families Cabinet Member for Adults
Summary	The report highlights relevant aspects of current contracting for social care and Special Educational Needs ("SEN"). It identifies contracts with Providers which need to be regularised and seeks waivers from relevant Contract Procedure Rules to enable this. It further seeks authority to extend a number of Children's and Adult Social Care contracts.
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Officer Contributors	Mick Stokes, Assistant Director of Commercial Assurance Val White, Assistant Director of Policy, Performance and Planning - Children's Services Eryl Davies, Head of Strategic Commissioning and Supply Management, Adult Social Care and Health
Status (public or exempt)	Public, with separate exempt report
Wards affected	All
Enclosures	Appendix A – Schedule of existing Children's Services contractual arrangements requiring regularisation Appendix B – Schedule of existing Adults contractual arrangements requiring regularisation Appendix C – Schedule of Children's Service support contracts requiring renewal or extension. Appendix D – Schedule of Adults social care contracts requiring renewal or extension Appendix E – Contract Procedure Rules in respect of which waivers are sought

For decision by Cabinet Resources Committee

Function of Executive

Reason for urgency / Not applicable
exemption from call-in

Contact for further information: Mick Stokes, Assistant Director of Commercial Service 020 8359 7535

Val White, Assistant Director of Children's Services 020 8359 7036

Eryl Davies, Head of Strategic Commissioning and Supply Management, Adult Social Care and Health 020 8359 4559

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1. RECOMMENDATION

1.1 That the Committee agree to:

- (i) waive the Contract Procedure Rules (“CPRs”) identified in Part 1 of Appendix E in respect of Adults’ and Children’s services;
- (ii) authorise the Council to regularise contractual relationships with existing Providers, identified in Appendices A and B of the exempt report (the Existing Contracts);
- (iii) waive the CPRs set out in Part 2 of Appendix E for Adults’ and Children’s Services, to authorise a limited extension of those existing arrangements set out in Appendices C and D (the Existing Contracts Requiring an Extension of Time); and
- (iii) waive the CPRs set out in Part 3 of Appendix E for Adults’ and Children’s services until the 31st of May 2012.

2. RELEVANT PREVIOUS DECISIONS

2. Audit Committee at its meetings on 16th June 2011 and 6th September 2011 reviewed and agreed the Procurement Controls and Monitoring Plan produced following the comprehensive review of the Council’s contract monitoring arrangements.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

3.1 The regularisation of contracts and the efficient handling of placements, going forward, will progress the three priorities of the Council’s Corporate Plan:

- Better services with less money – through efficient procurement and contract management, including reduction of administration costs associated with placements.
- Sharing opportunities, sharing responsibilities - Service users and their families, as well as the council, will be clear about the terms which govern the placements of service users with providers and therefore be better able to monitor the day-to-day service being provided.
- A successful London suburb – by providing a range of quality services which enhance the council’s reputation with local families and the community.

4. RISK MANAGEMENT ISSUES

4.1 There is a significant reputational risk attached to failure to regularise existing contractual relationships within the timescales presented to the Audit Committee. Waivers of the CPRs are being sought in order to secure authority to expedite regularisation and thereby, mitigate this risk.

4.2 There is a risk that where the value of a contract exceeds the EU threshold (including where the value is calculated, annually, rather than over the lifetime of the contract), a challenge could be brought against the council. However, these services are largely Part B services (of little cross-border interest) and as they are reactively, rather than proactively, procured, this risk is considered to be low. In addition, steps are being introduced to subject the contracts to relevant advertising.

- 4.3 Looking forward if the, requested, waivers are not granted, there is a significant risk that Children's and Adults Social Services will be unable to meet the needs of service users in accordance with the council's statutory obligations.
- 4.4 Waiver of the requirements for Performance Bonds, Parent Company Guarantees and Liquidated Damages provisions carries a risk that in the event that the Contractor defaults, the council's remedies will be limited to those directly against the contractor, rather than being able to call upon a Performance Bond or Parent Company Guarantee. This risk will be mitigated by making contractual provision allowing the council to offset against sums due to the contractor.
- 4.5 Despite the absence of formal compliant contracts procedures are in place to ensure safeguarding of vulnerable adults. Due to the volume and complexity of contracts and to ensure proportionality, there is an ongoing risk assessment across the department to determine priorities for monitoring and intervention. In summary safeguarding arrangements are as follows:
- 4.5.1 All contracts and spot purchasing arrangements include safeguarding requirements and compliance with local multi-agency procedures overseen by Safeguarding Board;
- 4.5.2 All individual service users receive a minimum annual review scheduled by Care Services Delivery;
- 4.5.3 Quality alerts are reported to contracts team with separate mail boxes for each category of provision which are followed up with referring agent and supplier;
- 4.5.4 A suspension policy has recently been approved for third party providers commissioned by Adults Social Care & Health and this will become embedded in the contract management processes.
- 4.5.5 In the case of the Children's Service, SEN and Social Care providers are visited by officers prior to a placement being made. Statutory social care visits and information gathering is undertaken in line with the child's care plan for every placement and is used to inform either the SEN Annual review or the Looked After Review.

5. Waiver of Contract Procedure Rules

5.1 Existing Contracts

- 5.1.1 Waiver of the rules as set out in Part 1 of Appendix E is required to retrospectively authorise the regularisation of the existing contractual relationships set out in Appendices A and B ('Existing Contracts')

5.2 Existing Contracts which require an extension of time

- 5.2.1 Waiver of the rules, set out in Part 2 of Appendix E, is required to enable extension of the contract period relating to Existing Contracts which are due to expire imminently.

5.3 Interim Arrangements

- 5.3.1 The temporary waiver of the rules as set out in Part 3 of Appendix E is required to authorise the council to procure and enter into social care and SEN contracts until such time as amendments to the Contract Procedure Rules are made to take account of the, particular nature of Adults and Children's Services.

5.4 Calculation of Contract Value

5.4.1 In calculating the value of a contract the present CPR requirement is to aggregate the value of the contract over the, anticipated, contract period (including possible extensions). As packages for social and personal care (including SEN) often have no definable end date, authority is sought to use the annual contract value.

5.5 Authorisation to enter into contracts

5.5.1 The budget lines contained in the approved Budget for 2011/12, do not itemise in sufficient detail the expenditure on particular Social Care and SEN contracts so as to provide the necessary authority to the respective Director to Authorise and Accept such contracts.

5.5.2 Save for contracts exceeding the value of £1m a temporary waiver of CPRs is sought to enable the, respective Director or Assistant Director or a Head of Service for Adults' and Children's Services to Authorise and Accept SEN and social care contracts for Adults and Children.

5.6 Sealing

5.6.1 CPRs require all contracts with a value of £156,422 or above to be sealed unless the Assistant Director – Legal directs otherwise.

5.6.2 The main 'framework' contract with each Provider will be executed by sealing. Authority is sought herein, for each Individual Placement Agreement/Individual Funding Agreement entered into with these providers pursuant to the main 'framework' contract (with respect to individual service users), to be signed (without being sealed) by the respective Director or Assistant Director or a Head of Service for Adults' or Children's Services.

6. EQUALITIES AND DIVERSITY ISSUES

6.1 Pursuant to The Equalities Act 2010, public sector organisations have a responsibility to consider equality as part of every procurement.

6.2 The council is also under an obligation to have due regard to eliminating unlawful discrimination, advancing equality and fostering good relations in the contexts of age, disability, gender reassignment, pregnancy, and maternity, religion or belief and sexual orientation

6.3 This duty, also, applies to a person, who is not a public authority but who exercises public functions and therefore must, in the exercise of those functions, have due regard to the general equality duty. This includes any organisation contracted by a local authority to provide services on its behalf.

6.4 Implementation of the Procurement Controls and Monitoring Plan will ensure that the Council addresses any non-compliant contracts, taking action to ensure that all contractors comply with the general equality duty set out above

6.5 The Council's Equalities policy will also form part of the formal evaluation of all future providers' proposals. Any contracts will include explicit requirements fully covering the Council's duties under equalities legislation.

7. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

7.1 Procurement

The legal advice on procurement law is set out in paragraph 8 (Legal Issues)

7.2 Children's Service Finance, Performance and value for money

Areas	Number of Contracts (requiring regularisation) 2011-12	Anticipated spend (on contracts requiring regularisation) 2011-12	Total Contract 2012-13	Anticipated spend 2012-13
Children in care (CiC) placements	61	£6,737,501	71	£8,305,748
SEN placements	69	£5,458,266	75	£6,430,747
Children's support services for SEN and CiC	15	£2,164,662	18	£2,670,921
Total	145	£14,360,429	164	£17,407,416

Value for money

- 7.2.1 Value for money has been considered from the perspective of whether appropriate, fair, proportionate and compliant approaches have been followed in the procurement of services within the Children's Service.
- 7.2.2 Most historic placements and potentially future placements of children with SEN, or children in care, are made either on the direction of a court or Tribunal, to meet the individual needs of a child, or made in agreement with parents as set out in a statement of need. In these cases the procurement regime would not apply.
- 7.2.3 At present the Children's Service are developing procurement strategies to maximise the use of framework agreements wherever possible so that children are placed with providers that participate in the London Care Placements Framework Agreement or the National Association for Special Schools (NASS) Framework Agreement whose placement costs are negotiated annually.
- 7.2.4 Where providers are not part of a framework agreement, the Children's Service negotiates individual placement costs, seeking reductions on multiple placements. The ability of the Children's Service to drive value for money will be strengthened through the Council's participation in the West London Alliance, a partnership through which boroughs are utilising their joint purchasing power to negotiate better prices with providers of special educational needs, residential care and independent foster placements.
- 7.2.5 For the medium and long term future the Children Service:
- (i) will seek appropriate variations to the CPRs to take account of the particular nature of children's services; and
 - (ii) in conjunction with the Corporate Procurement Team, set up (on the Council's website) its own framework agreement (with eligible providers) to incorporate the

Council's written standard terms and conditions of contract which will apply to all social care and SEN call-off contracts.

- (iii) will seek appropriate variations to the CPRs to take account of the particular nature of children's services; and
- (iv) in conjunction with the Corporate Procurement Team, set up (on the Council's website) its own framework agreement (with eligible providers) to incorporate the Council's written standard terms and conditions of contract which will apply to all social care and SEN call-off contracts.

7.3 Adults Service Finance, Performance and value for money

Areas	Number of Contracts (requiring regularisation) 2011-12	Anticipated spend (on contracts requiring regularisation) 2011-12	Total Contract 2012-13	Anticipated spend 2012-13
Adult Residential and Nursing Care	350	£40,812,320	351	£47,202,249
Adult Supported Living & Housing Related Support	57	£8,494,172	112	£12,728,680
Home and Community Support, Day Care, other Community Services	56	£2,217,880	111	£18,374,778
Total	463	£51,524,372	574	£78,305,707

7.3.1 Appendix B shows contracts requiring regularisation (£51,524,372) and Appendix D shows contracts that require extension (£53,627,222). Not all contracts in Appendix B require extension (£2,217,880) and not all contracts in Appendix D require regularisation (£4,203,717). 407 contracts require both regularisation and extension as shown in the table below.

Contracts	Number of contracts	Anticipated spend (on contracts requiring regularisation/ compliant contracts) 2011-12
Contracts requiring extension and regularisation	407	£49,306,492
Compliant contracts that require extension	56	£4,320,731
Total	463	£53,627,222

- 7.3.2 Value for money has been considered from the perspective of whether appropriate, fair, proportionate and compliant approaches have been followed in respect of procurement of services in Adult Social Care and Health. Social care purchasing is generally categorised as part B services under the Public Contracts regulations 2006 and limited procurement rules apply. If the value of the purchase is under the threshold (currently £156,442) the main requirement is to demonstrate that a fair procurement process has been followed.
- 7.3.3 To reduce any risk of poor value for money, due to case by case placement purchasing, Adults Services will, also, develop procurement strategies to maximise the use of framework agreements where possible.
- 7.3.4 Adult Social Care and Health regularly benchmarks fees and rates against regional and nationally procured data sets on the market for example the PSSEX data, Audit Commission data and through the North London Strategic Alliance and West London Alliance. Performance monitoring is carried out on all placements and packages either individually via client review or through established scheduled contract monitoring arrangements and, where high risk is identified, via unscheduled spot checks. Regular liaison is in place with the Care Quality Commission (for registered services only) to share market intelligence and act accordingly.

8. LEGAL ISSUES

- 8.1 Social care services fall within Part B of Schedule 3 of The Public Contracts Regulations 2006 (SI 2006/5) (as amended) (“the Regulations”). These Regulations implement the, relevant, European Directive into domestic law.
- 8.2 Because social care services fall within Part B, they are not subject to the full European procurement regime. Where the contract value is above the, relevant, EU threshold (£156,442 – until January 2012), subject to 8.4 (below) the contract must be subject to a minimum level of advertising.
- 8.3 In addition, the Treaty principles of transparency, fairness and non-discrimination, also, apply to social care contracts.
- 8.4 Where placements are made on the direction of a tribunal and, consequently, the council is required by law to enter into a contract with a particular provider; or where placements

are made on the basis of parental choice, exemptions in the procurement rules will apply with the result that the contract will not need to be advertised.

8.5 Otherwise, in order to meet the requirements, referred to in paragraphs 8.2 and 8.3 (above) contracts should be advertised on the council's website.

8.6 With respect to the temporary waiver of Rule 3 (Calculation of Contract Values) and parts of Rule 6 (Tendering Requirements), which are being sought, it is the view of the in house legal team that due to:

- (i) the short period of time during which the temporary waivers shall apply;
- (ii) the fact that most of the social and SEN contracts that the Council will enter into in the short term are exempt from the application of the procurement regime;
- (iii) low likelihood of any interest coming from economic operators based in other Member States: and
- (iv) and the nature of the social care market and the economic operators involved in the social care market

the risk of a challenge on these contracts is low.

9. CONSTITUTIONAL POWERS

9.1 The Constitution, Part 3, Section 3.6 sets out the functions of the Committee

9.2 Section 5.8 of the Contract Procedure Rules enables a Cabinet Committee to waive the requirements of the Contract Procedure Rules if satisfied that the waiver is justified because:

9.2.1 the nature of the market for the works to be carried out or the supplies or services to be provided has been investigated and is demonstrated to be such that a departure from the requirements of Contract Procedure Rules is justifiable; or

9.2.2 the contract is for works, supplies or services that are required in circumstances of extreme urgency that could not reasonably have been foreseen; or

9.2.3 the circumstances of the proposed contract are covered by legislative exemptions (whether under EU or English Law); or

9.2.4 there are other circumstances which are genuinely exceptional

9.3 This report seeks waivers on the basis of 9.2.1 9.2.3 and 9.2.4, above. The timescale required to comply with the recommendations of the Audit Committee Procurement Controls and Monitoring Plan cannot be achieved without this waiver.

10. BACKGROUND INFORMATION

10.1 A comprehensive audit of the council's contracts and procurement processes was carried out earlier this year and identified a significant number of contractual relationships requiring regularisation.

10.2 Over the years, not all purchasing and contracting activity which, on a day-to-day basis, secures on going care and support services for vulnerable adults and children has been subject to a formal procurement process because, in the case of the Children's Service, placements are made either on the direction of a court or Tribunal, to meet the individual needs of a child, or made in agreement with parents as set out in a statement of need. For Adults, procurement has often been on a case by case basis to secure urgent or

timely care/support for individuals to allow the council to fulfil statutory duties and where external factors such as user choice or legal requirement have influenced choice of provision.

- 10.3 Weight has been given to the welfare of children and vulnerable adults, currently in receipt of a service, whose needs have been defined as requiring a personalised care package and where a change of contract would create unacceptable risk to the service user and/or where the nature of the service is highly specialised. In order to enable regularisation of, existing, contractual arrangements to sustain these placements the waivers which are identified below, are required. The arrangements to which these waivers would apply are set out in Appendices A and B.
- 10.4 Support services for vulnerable children are set out in Appendix C. Waiver of the CPRs, identified below, will enable regularisation of existing spend until new procurement activities have been completed. For the Children's Service support arrangements this is anticipated to be complete by April 2013.
- 10.5 For Adult Social Care and Health, Appendix D outlines residential and nursing contracts that require an extension to allow time for full market accreditation, a range of supported living contracts and time for a full market test and the award of a framework contract.
- 10.6 A review of the Contract Procedure Rules to make provision for the specialist nature of commissioning by Children's and Adult Social Care and Health for services to meet the individual needs of children and adults, will be included in a the preparation to the special constitutional review committee.

11. LIST OF BACKGROUND PAPERS

11.1 None.

Legal – JEL

CFO – JH/MC

Appendix A

This appendix sets out a schedule of existing Children's Services contractual arrangements requiring regularisation.

Providers
Children's Social Care
Anchor
Apple Orchard
Archway Care Ltd
Banya
Barford Pk Hse (Claybrooke Cottage School)
Barn Owl Residential
Broomhayes School
By The Bridge
Caldecott Foundation
Capital Care & Foster
Capital Children's Services Ltd
Capstone Foster Care (South West) Ltd
Care UK childrens Services
Children First Fostering Agency
Children of Colour
Chrysalis Care
Cruckton Hall School
Ethelburt Specialist Homes
Families For Children
Five Rivers
Following Whispers
Foster Care Associates Ltd
Fostering Options
Fostering Solutions
Greater London Fostering
Heath Farm
High Close School
Hillcrest
Hillfields Residential Unit
Horizon Fostering Services
Hythe House Support Ltd
ISP
Jamma Umoja
Kasper
Keys Childcare
Kindercare
Kingdom Care
Link Fostering
Lioncare Ltd
Meadoway
Motivations
Mulberry Bush School
National Fostering Agency
Next Step Fostering
Nexus Fostering Limited

Providers
Orange Grove
Phoenix Futures
Rainbow Fostering
Rishana Homes
Safehouses Fostering
Sankofa Care Fostering Services
Stone Soup Care
Sunbeam Fostering
Supported Fostering Services
Tact
The Beeches
Time For Children
Turning Point
Ty Connections
Vitality Fostring Agency
Xcell 2000
Social Care SubTotal
SEN
Abingdon House
Academy for Kids
Aldenham School, Borehamwood
Alderwasley Hall School
Annemount School
Baldon House
Beis Soroh Schneirer Primary
Belmont School, Mill Hill
Beth Jacob Grammar School for Girls
Cruckton Hall School
Davies Laing & Dick College
Dawn House
Egerton Rothesay
Fairley House
Grimsdell Pre School
Haberdashers' Aske's School for Girls
Hendon Preparatory School
High Close
Hillingdon Manor School
Immanuel College
Insights Education Centre
International Community School
Kerem House School
King Alfred School
Kisharon
Little Angels Pre-Prep School and Day Nursery
Loddon School
Lon Ctre for Child with CP Queenswell Jnr
London Centre for Children with Cerebral Palsy
London Jewish Girls' High School
Mary Hare Grammar (Berks)
Meldreth House

Providers
Menorah Grammar
Menorah Grammar Darchei Noam Centre
Menorah High School for Girls
Moat School (The)
More House (Farnham)
Nancy Reuben Primary
Nightingale Day Nursery
NW London Ind. Special School (TCES)
Norwood (Buckets & Spades)
Oak Hill Montessori / Livingstone
Palmers Green High School
Parayhouse
Pardes House Grammar
Prior's Court School
Purbeck View School (Cambian)
Radlett Lodge (Day)
Red Balloon Learner Centre, Harrow
Salcombe Preparatory School
Southover Partnership School
Spring Hill School
St Christopher School
St Mary's Wrestwood Children's Trust
St. Martin's School (Mill Hill)
St. Mary's (NW3)
Step by Step Montessori
Tadley Horizon
Talmud Torah Tiferes Schlomo
TCES
The Mount School (Mill Hill)
The North London International School
The Tavistock Children's Day Unit, Gloucester Hse
The Wing Centre, Bournemouth
Torah Vodaas School
TreeHouse
Treloar School
Wellgrove School
Wisdom Primary & Secondary School

NB. Some providers have multiple service users and/or care homes. Equally, contractual values may vary due to changes in service users' level of need, leading to a revised care package which may result in an increased or decreased cost. Life expectancy of service users receiving care packages also impacts on the contractual values.

Appendix B

This appendix sets out a schedule of existing Adults Social Care contractual arrangements requiring regularisation.

Name of Contractor/ Supplier

Abbey Ravenscroft Park Ltd
Abbots Care Limited
Acer Healthcare Ltd
Ach London Ltd
Action On Hearing Loss
Adepta
Adepta (Qeqmrc)
Agudas Israel Housing Ass.
Ala Ltd
Alicia Nursing Home
All About Care Ltd
Allied Care Ltd
Alzheimers Society (Barnet)
Anne Wall Ctr (Sense)
Anycra Healthcare Ltd
Applejacks
Arbours Association
Arundel Care Svices
Ashdown
Aster Healthcare
Avante Partnership
Avery Healthcare Group
B S Social Care
B&M Care
Barchester Healthcare Ltd
Barnet Nhs
Barnet Supported Living
Baytree Community Care
Bedfordshire County Council
Blake College Ltd
Brixworth Nursery Farm
Brookdale Healthcare Ltd
Brookvale
Brothers Of Charity
Broughton House College
Brownlow Enterprises Ltd
Buckinghamshire County Council
Buckland Care Ltd
Bupa Care Homes
Camden Society
Camphill Community
Camphill Trust
Care Management Group
Care Management Group Ltd
Care Principles Ltd
Care Uk

Name of Contractor/ Supplier

Caretech Community Services
Caretech Community Services Ltd
Caretech Ltd
Caring Homes Group
Carmen Lodge
Cartref Care Home Ltd
Catherind Lodge Ltd
Cedar Court (Mencap)
Cedar House Company Ltd
Central & Cecil Housing Trust
Chaplin Care Ltd
Chatsworth Care
Choice Care Group
City Of Westminster
Clovelly House Res. Home Ltd
Community Care Solutions Ltd
Community Housing Association
Complete Care Services Ltd
Conifers Nursing Home
Connifers Care Ltd
Consensus
Court Cavendish
Creative Support
Cygnet Ltd
Cypriot Elderly And Disab Group
Dana Care Ltd
Danygraig Nursing Home
Daughters Of The Congregation
Deaf Blind Uk
Delrow House (Camphill)
Dh Homecare
Dillon Care Ltd
Dimensions Ltd
Diorama Studio Upstairs
Dr French Memorial Home Ltd
Eastside House Care Home
Ecg Homes
Eleanor Palmer Trust
Elizabeth Fitzroy Support
Elizabeth/Roberto House
Elmhurst Residential Home Ltd
Epilepsy Society
Equality Housing
European Care Ltd
Fairburn House
Farrington Care Homes Ltd
Federation Of Jewish Services
Finbond Ltd
Forest Healthcare
Four Seasons Healthcare
Freeway Trust
Freeways

Name of Contractor/ Supplier

Friends Of The Elderly
Friern Residential Care Home Ltd
Gabriel Court Residential Home
Gentle Hands Care Agency
Glen Care Group
Glenholme Mental Healthcare Ltd
Gloucestershire Group Homes
Goldcare Future Management Ltd
Goring Care Homes Ltd
Gratwich House Rest Home
Greek & Greek Cypriot Centre
Green Trees
Hagger Linda
Hallmark Healthcare
Hamilton House (Scope)
Harrow Borough Council
Headway
Hebron Trust
Heritage Care
Hertfordshire County Council
Hft
High Gable House
Hill Green
Hill Green Supported Living
Hillgreen Care
Hilton Care Service
Hilton Lodge
Hoffman Foundation For Autism
Holly Care Group
Home Farm Trust
Honister
Hospitaller Order Of St. John
Hospitiliar Order Of St John
House Martins Care Ltd
Huskards New Care Ltd
Independence Homes Ltd
Insight Specialist Behavioral Spec
Ipop (Inclusive Play Project)
Islington Outlook (St. John's)
Janith Homes Ltd
Jeesal Residential Care Ltd
Jemini Response Ltd
Jewish Care
Jigsaw Creative Care
Kensington Care Ltd
Kilcullen Homes Ltd
Kingsbury Manor Day Centre
Kingsley Healthcare
Kisharon
Kisharon Management Comittee
Lancam Nursing Care Ltd
Langdon Community

Name of Contractor/ Supplier

Leo Baeck Housing Association
Leonard Cheshire Disability
Leonard Sainer Day Centre
Lewis W Hammerson Memorial
Lifestyle Care Plc
Lifeway Community Care Ltd
Little Sisters Of The Poor
Littledene House
Livability
Local Authority Trading Compa
Long Furrows Care Group
Macintyre Care
Macneil Ltd
Magicare Ltd
Maison Moti
Marilyne Lodge
Mcch Society Ltd
Md Homes
Meera Nursing Home Ltd
Mencap
Methodist Care
Mha Care Group
Middlefield Manor (Nas)
Minster Care
Ml Homes Ltd
Mmcg Ltd
Modus Care Ltd
Nadja Hartwig
National Autistic Society
New Century Care
Nightingale House
North London Care Services Ltd
Norwood 1 Woodlock Dell Avenue
Norwood 94 Station Road
Norwood Homecare
Norwood Ltd
Norwood Ravenswood Ltd
Not Recorded
Notting Hill Housing
Novalist Trust Ltd
Oakfield Ltd
Oakhouse Care Services
Oakmere Day Centre (Caretech)
Olney Care Homes
Optimal Living (Luton) Ltd
Orris Residential Homes Ltd
Owen & Owen Retirement Ltd
Oxenden Care Home
Parklands Nursing Home
Pashun Care Homes Ltd
Pashun Outreach
Paulmay Residential Care Home

Name of Contractor/ Supplier

Peaceform Ltd
Platinum Health Resources Ltd
Platinum Healthcare
Priory Group
Private Family Owned
Prospects Staff Bureau
Purbeck Care Ltd
Quality Housing & Social Care
Quantum Care Ltd
Rainbow Homes Ltd
Randstad Care
Raphael Medical Centre
Reach Ltd
Real Life Options
Richmond Fellowship Trust
Robert Owen Communities
Roland Res Care Homes Ltd
Rosemere Care Homes Ltd
Royal Mencap
Royal School For Deaf Children
Runwood Homes Plc
Rushcliffe Care Ltd
Salisbury Care Ltd
Sanctuary Care Ltd
Scimitar Care Hotels Ltd
Scope
Scottish Autism
Self Unlimited
Sense
Sense Day Centre
Service To The Aged
Seva Care Ltd
Sfi Group Home
Sgsl Ltd
Shine Partnership Ltd
Silver Springs Rch Ltd
Simeon Care For Elderly Ltd
Sisters Of Charity
Sisters Of Nazareth
Skills Development Centre
Sneh
Solor Care Group
Somali Carers Project
Sonesta Nursing Home Ltd
Southdown Housing Association
Spanish & Portuguese Jews Home
Springdene
Springdene Nursing & Care Home
St David's Care - Community
St Josephs Pastoral Centre
St Marks Day Service
St Vincent's Hospital

Name of Contractor/ Supplier

St.Albans Mencap
Stargate Partnership Ltd
Step Consultants
Suncare Recovery
Suncare Recovery Ltd
Sunflower Healthcare
Sunridge Housing Association
Tamarisk Trust
The Actors Charitable Trust
The Banyan Centre
The Convent Of St Marys
The Disabilities Trust
The Extra Mile Care Company
The Frances Taylor Foundation
The Gannon Family Partnership
The Grange
The Grange Centre
The Hollies
The Kingsdowne Society
The Larches Trust
The Limes
The Nelson Trust
The Opportunity Centre
The Regard Partnership
The Regard Partnershp
The Shaw Trust
The Stables
The Trustees - Woodside Home
The Well House
Themi Care Ltd
Theryes College And Community
Thorndene Ltd
Thoughts Of Others Ltd
Tlc Group
Torrington Homes Ltd
Townsend Life Care Ltd
Tracscare
Trial Link Ltd
Tudor Lodge
Unique Care Services
Villa Scalabrini Trustees
Voyage Care
Voyage Care Services
Walsingham
Waterfall House Ltd
Wealden Day Centre (East Essex)
Westgate Healthcare Ltd
Willow Care Homes Ltd
Willow Community Care Ltd
Woodberry Housing
Woodfield House
Woodland Villa Care Home

Name of Contractor/ Supplier

Yad Voezer

Young Foundations

Total

NB. Some providers have multiple service users and/or care homes and therefore may have multiple contracts. Equally, contractual values may vary due to changes in service users' level of need, leading to a revised care package which may result in an increased or decreased cost. Life expectancy of service users receiving care packages also impacts on the contractual values.

Appendix C

This appendix details the schedule of Children's Service support contracts requiring renewal or extensions.

Providers	Service description
Mapledown School	After school provision
Barnet Primary Care Trust	Speech and Language Services
Hendon School	Visually Impaired Service
Norwood - BINOH	Speech and Language Services
LBB Harrow	Out of hours duty service
Barnet Enfield & Haringey Mental Health Trust	Child and adolescent service and post adoption counselling service
London Borough of Haringey	Adoption Service
Forward 4 Families	safeguarding conference
Fast minutes	safeguarding conference
Care Angels International	Personal Care assistant agency SEN
Oak Lodge School	outreach
Mapledown School	outreach
Northway School	outreach
Oakleigh School	outreach
Oakleigh School.	preschool provision

NB: Contractual values may vary due to changes in service users' level of need, leading to a revised care package which may result in an increased or decreased cost. Life expectancy of service users receiving care packages also impacts on the contractual values.

Appendix D

This appendix details a schedule of Adults Social Care contracts requiring renewal or extensions.

Name Contractor/ Supplier
Abbey Ravenscroft Park Ltd
Acer Healthcare Ltd
Ach London Ltd
Action On Hearing Loss
Agudas Israel Housing Ass.
Ala Ltd
Alicia Nursing Home
All About Care Ltd
Allied Care Ltd
Anycra Healthcare Ltd
Arbours Association
Arundel Care Srvices
Ashdown
Asra Greater London Housing Association
Aster Healthcare
Avante Partnership
Avery Healthcare Group
B&M Care
Barchester Healthcare Ltd
Barnet Homes
Barnet Mencap
Barnet Nhs
Barnet Supported Living
Baytree Community Care
Bedfordshire County Council
Brookdale Healthcare Ltd
Brookvale
Broughton House College
Brownlow Enterprises Ltd
Buckinghamshire County Council
Buckland Care Ltd
Bupa Care Homes
Camphill Community
Camphill Trust
Care Management Group
Care Management Group Ltd
Care Principles Ltd
Care Uk
Caretech Community Services
Caretech Community Services Ltd
Caretech Ltd
Caring Homes Group
Carmen Lodge
Cartref Care Home Ltd
Catherind Lodge Ltd

Name Contractor/ Supplier
Cedar House Company Ltd
Central & Cecil Housing Association
Central & Cecil Housing Trust
Chaplin Care Ltd
Chatsworth Care
Chinese Mental Health
Choice Care Group
Christian Action Housing Association
City Of Westminster
Clovelly House Res. Home Ltd
Community Care Solutions Ltd
Community Housing Association
Complete Care Services Ltd
Conifers Nursing Home
Connifers Care Ltd
Consensus
Court Cavendish
Creative Support
Cygnets Ltd
Dana Care Ltd
Danygraig Nursing Home
Daughters Of The Congregation
Day's And Atkinson's Almshouse Charity
Dillon Care Ltd
Dimensions
Dimensions Ltd
Dr French Memorial Home Ltd
Eastside House Care Home
Ecg Homes
Eleanor Palmer Trust
Elizabeth Fitzroy Support
Elizabeth/Roberto House
Elmhurst Residential Home Ltd
Epilepsy Society
European Care Ltd
Fairburn House
Farrington Care Homes Ltd
Federation Of Jewish Services
Finbond Ltd
Forest Healthcare
Four Seasons Healthcare
Freeway Trust
Freeways
Friends Of The Elderly
Friern Residential Care Home Ltd
Gabriel Court Residential Home
Glen Care Group
Glenholme Mental Healthcare Ltd
Gloucestershire Group Homes
Goldcare Future Management Ltd
Goring Care Homes Ltd

Name Contractor/ Supplier
Gratwich House Rest Home
Green Trees
Habinteg Housing
Hallmark Healthcare
Hanover Housing Association
Harrow Borough Council
Hebron Trust
Heritage Care
Hertfordshire County Council
Hft
High Gable House
Hill Green
Hill Green Supported Living
Hillgreen Care
Hilton Care Service
Hilton Lodge
Hoffman Foundation For Autism
Holly Care Group
Home Farm Trust
Homeless Action In Barnet
Honister
Hospitiliar Order Of St John
House Martins Care Ltd
Huskards New Care Ltd
Independence Homes Ltd
Insight Specialist Behavioral Spec
Janith Homes Ltd
Jeesal Residential Care Ltd
Jemini Response Ltd
Jewish Care
Jewish Community Ha
Jigsaw Creative Care
Kensington Care Ltd
Kilcullen Homes Ltd
Kingsley Healthcare
Kisharon
Kisharon Management Committee
Lancam Nursing Care Ltd
Langdon Community
Leo Baeck Housing Association
Leonard Cheshire Disability
Lewis W Hammerson Memorial
Lewis W. Hammerson Memorial Home
Lifestyle Care Plc
Lifeway Community Care Ltd
Little Sisters Of The Poor
Littledene House
Livability
Local Authority Trading Compa
Long Furrows Care Group
Macintyre Care

Name Contractor/ Supplier
Macneil Ltd
Magicare Ltd
Maison Moti
Marilyne Lodge
Mcch Society Ltd
Md Homes
Meera Nursing Home Ltd
Mencap
Methodist Care
Metropolitan Support Trust
Mha Care Group
Middlesex Association For The Blind
Minster Care
MI Homes Ltd
Mmcg Ltd
Modus Care Ltd
National Autistic Society
New Century Care
Nightingale House
North London Care Services Ltd
Norwood
Norwood Ltd
Norwood Ravenswood Ltd
Notting Hill Housing
Novalist Trust Ltd
Novas Scarman Group
Oakfield Ltd
Oakhouse Care Services
Olney Care Homes
Optimal Living (Luton) Ltd
Orbit Housing Association
Orchard Housing Society
Origin Housing
Ourre Residential Homes Ltd
Owen & Owen Retirement Ltd
Oxenden Care Home
Parklands Nursing Home
Pashun Care Homes Ltd
Paulmay Residential Care Home
Peaceform Ltd
Platinum Health Resources Ltd
Platinum Healthcare
Priory Group
Private Family Owned
Purbeck Care Ltd
Quality Housing & Social Care
Quantum Care Ltd
Rainbow Homes Ltd
Raphael Medical Centre
Reach Ltd
Real Life Options

Name Contractor/ Supplier
Retail Trust
Richmond Fellowship
Richmond Fellowship Trust
Robert Owen Communities
Roland Res Care Homes Ltd
Rosemere Care Homes Ltd
Royal Mencap
Royal Mencap Society Ltd
Royal School For Deaf Children
Runwood Homes Plc
Rushcliffe Care Ltd
Salisbury Care Ltd
Sanctuary Care Ltd
Sanctuary Housing Association
Scimitar Care Hotels Ltd
Scope
Scotscare
Scottish Autism
Self Unlimited
Self Unlimited
Sense
Service To The Aged
Seva Care Ltd
Sfi Group Home
Sgsl Ltd
Shaftesbury Housing Group
Shine Partnership Ltd
Silver Springs Rch Ltd
Simeon Care For Elderly Ltd
Single Homeless Project
Sisters Of Charity
Sisters Of Nazareth
Solor Care Group
Sonesta Nursing Home Ltd
Southdown Housing Association
Spanish & Portuguese Jews Home
Springdene
Springdene Nursing & Care Home
St David's Care - Community
St Vincent's Hospital
Stargate Partnership Ltd
Stroke Association
Suncare Recovery
Suncare Recovery Ltd
Sunflower Healthcare
Sunridge Housing Association
The Abbeyfield Society
The Actors Charitable Trust
The Convent Of St Marys
The Disabilities Trust
The Frances Taylor Foundation

Name Contractor/ Supplier
The Gannon Family Partnership
The Grange
The Grange Centre
The Hollies
The Kingsdowne Society
The Limes
The Nelson Trust
The Regard Partnership
The Regard Partnershp
The Thomas Watson Cottage Homes
The Trustees - Woodside Home
The Well House
Themis Care Ltd
Therises College And Community
Thorndene Ltd
Thoughts Of Others Ltd
Threshold Centre Ltd
Tlc Group
Torrington Homes Ltd
Townsend Life Care Ltd
Tracscare
Trial Link Ltd
Tudor Lodge
Umbrella
Unique Care Services
Villa Scalabrini Trustees
Viridian Housing
Voyage Care Services
Walsingham
Warden Housing Association
Waterfall House Ltd
Westgate Healthcare Ltd
Westlon Housing Association
Willow Care Homes Ltd
Willow Community Care Ltd
Willow Housing
Woodberry Housing
Woodfield House
Woodland Villa Care Home
Yad Voezer
Young Foundations

NB: Some providers have multiple service users and/or care homes and therefore may have multiple contracts. Contractual values may vary due to changes in service users' level of need, leading to a revised care package which may result in an increased or decreased cost. Life expectancy of service users receiving care packages also impacts on the contractual values.

WAIVER FROM CONTRACT PROCEDURE RULES

This appendix sets out the relevant Contract Procedures Rules that requiring waiving in order to regularise contractual relationships with Adult Social Care and Children's Service.

Part 1 (Existing Contracts)

Adults' and Children's Social Care Contracts and SEN Contracts

- a. Waiver of Rule 10 (Contents of Tender and Contract)

Adults' and Children's Social Care Contracts

- b. Waiver of Rule 7 (Social Care Contracts)

For Special Educational Needs (SEN) contracts only

- c. Waiver of Contract Procedure Rules 5.2 and 5.5 (Authorisation and Acceptance)
- d. Waiver of Contract Procedure Rules 6.1 - 6.6 and 6.9 – 6.15, Rule 8 and Rule 9 (Selecting Contractors)

Part 2 (Existing Contracts Requiring An Extension Of Time)

Adults' and Children's Social Care Contracts and SEN Contracts

- a. Contract Procedure Rule 5.6 (Extensions etc.)

Part 3 (Interim arrangements)

Adults' and Children's Social Care Contracts and SEN Contracts

- a. Contract Procedure Rule 3.1 (Calculation of Contract Values)
- b. Contract Procedure Rules 10.3.7 and 10.3.8 (Contents of Tender and Contract)
- c. Contract Procedure Rules 10.6 (Signing and Sealing)
- d. Contract Procedure Rules 7 and 10.8.8 (Gateway Reviews)

Adults' and Children's Social Care Contracts

- e. Contract Procedure Rule 7.2 (Social Care Contracts)

For SEN contracts only

- f. Contract Procedure Rule 5.2 (Authorisation)
- g. Contract Procedure Rule 5.4 (Acceptance)
- h. Contract Procedure Rule 6 (Selecting Contractors).

