



**Author/Lead Officer of Report:** Sam Martin,  
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**Report of:** *Individual Cabinet Member*

**Date of Decision:** *11<sup>th</sup> March 2020*

**Subject:** *Provision of a Reparation and Unpaid Work Service*

Is this a Key Decision? If Yes, reason Key Decision:-	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
- Expenditure and/or savings over £500,000	<input checked="" type="checkbox"/>	
- Affects 2 or more Wards	<input type="checkbox"/>	
Which Cabinet Member Portfolio does this relate to? <b>Cllr Jackie Drayton, Cabinet Member for Children and Families and Public Health</b>		
Which Scrutiny and Policy Development Committee does this relate to? <b>Children, Young People and Family Support</b>		
Has an Equality Impact Assessment (EIA) been undertaken?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If YES, what EIA reference number has it been given? <i>(624 refers)</i>		
Does the report contain confidential or exempt information?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, give details as to whether the exemption applies to the full report / part of the report and/or appendices and complete below:-		
<i>"The (report/appendix) is not for publication because it contains exempt information under Paragraph (insert relevant paragraph number) of Schedule 12A of the Local Government Act 1972 (as amended)."</i>		

**Purpose of Report:**

This report seeks approval from the Cabinet Member for Children, Young People and Families to agree to a sub-regional tender for the provision of a Reparation and Unpaid Work Service Contract for Sheffield, Rotherham and Barnsley Youth Justice Services. This Contract will be managed and lead by Sheffield Youth Justice Service. Doncaster Youth Justice Service has opted out of joining.

This Contract is currently being delivered by a Service Provider since April 2016 under a formal Contract which ends on 31<sup>st</sup> March, 2020. The Current Contract provides the service for Sheffield, Rotherham and Barnsley Youth Justice Services only, Doncaster MBC withdrew at the end of March 2019.

A full invitation to tender document for a sub-regional Contract has been prepared. Sheffield will be the Lead Purchaser and will contract manage the Contract on behalf of the region (Rotherham and Barnsley). Both Rotherham and Barnsley Youth Justice Services will pay 25% each of the total Contract fee.

The Reparation and Unpaid Work Service Contract is to commission a Service Provider to deliver a Reparation and Unpaid Work Service to the South Yorkshire Youth Justice Services with the aim of helping young people to understand the consequences of offending and to take responsibility for their behaviour, in order to make amends for the harm caused by the offence.

Sheffield City Council will directly award a Contract for 6 months to the current Service Provider from 1<sup>st</sup> April, 2020 to 30<sup>th</sup> September, 2020. Following the tender exercise, the new Contract will commence on 1<sup>st</sup> October, 2020.

**Recommendations:**

That the Cabinet Member for Children and Families delegates authority to the Director of Commissioning, Inclusion and Learning, in consultation with the Director of Children and Families, the Director of Finance and Commercial Services, the Director of Legal and Governance, as appropriate, and in liaison with the Lead Cabinet Member for Children and Families, to:

- a) Determine and approve a procurement strategy for the pre-procurement of a sub-regional Reparation and Unpaid Work Contract as outlined in this Report;
- b) Award the Contract to the Provider who has submitted the best value for money tender based on our specification and quality requirements for young people;
- c) Take any actions necessary to ensure the continuation of service delivery arrangements with the existing supplier under the terms and conditions applied in their contract until such date that contracts procured for successor service delivery arrangements commence.

**Background Papers:**

*'Evaluation Report – Reparation Service – January 2020'*

Lead Officer to complete:-	
1	I have consulted the relevant departments in respect of any relevant implications indicated on the Statutory and Council Policy Checklist, and comments have been incorporated / additional forms completed / EIA completed, where required.
	Finance: <i>Andy Bray</i>
	Legal: <i>David Cutting</i>
	Equalities: <i>Bashir Khan</i>

	<i>Legal, financial/commercial and equalities implications must be included within the report and the name of the officer consulted must be included above.</i>	
2	<b>EMT member who approved submission:</b>	<i>John Macilwraith, Executive Director</i>
3	<b>Cabinet Member consulted:</b>	<i>Cllr Jackie Drayton</i>
4	I confirm that all necessary approval has been obtained in respect of the implications indicated on the Statutory and Council Policy Checklist and that the report has been approved for submission to the Decision Maker by the EMT member indicated at 2. In addition, any additional forms have been completed and signed off as required at 1.	
	<b>Lead Officer Name:</b> <i>Sam Martin</i>	<b>Job Title:</b> <i>Head of Commissioning (Vulnerable People)</i>
	<b>Date:</b> <i>31<sup>st</sup> October, 2019</i>	

## 1. PROPOSAL

### Introduction and background

- 1.1 The Council runs Youth Justice Services in line with its statutory duty, which comes with a range of requirements, including to provide support to offenders, providing rehabilitation, tackling the underlying causes of youth offending, and delivering a system that gives young people the support they need to break the cycle of offending and build productive and fulfilling lives.
- 1.2 Reparation is a practical way to pay back harm caused by the offence, either by directly repairing the harm or through constructive work to help the local community. Community reparation includes a variety of activities to 'pay back' benefits to the community, including work similar to community service activity.
- 1.3 We work with a range of external partners to deliver some of these services, with some offering the opportunity to access work experience and interests which could lead them away from past offending behaviour. People and communities have benefitted enormously from the work of young people, a lot of time without publicity or praise. Placements are drawn from organisations that are not for profit, neighbourhood and community groups, registered charities, local authority departments, and companies limited by guarantee.

- 1.4 This Service has been provided by the current Service Provider since April, 2016. During financial year (2018-19) the following data was collected for the Sub-regional Authorities:

<b>Reparation delivered 2018-19</b>	<b>Sheffield</b>	<b>Rotherham</b>	<b>Barnsley</b>
Number of young people requiring reparation	141	61	117
Hours of reparation organised	2976	671	1405
Average hours per young person	21.1	11	12

- 1.5 The current Service Provider is the lead organisation in the country in delivering this product to youth justice services and their own quality assurance procedures, the quarterly contract meetings and the monthly meeting between the regional manager and senior managers within the Youth Justice Service to ensure that high standards of performance and quality assurance are maintained.

- 1.6 The current service provision is responsive to the changing needs of the young people and the requirements of the Youth Justice Service. There is agreed flexibility within the contract which allows for creativity and innovation from all parties to be implemented as part of a dynamic and responsive process which improves outcomes for young people and those affected by the crimes young people commit.

- 1.7 We have reviewed the contract specification to reinforce and strengthen all of the above. Overall, the current provision represents value for money and we as a service are happy with what is being provided.

## **2. HOW DOES THIS DECISION CONTRIBUTE ?**

- 2.1 The proposed approach is to conduct a formal tender competition to award a contract to a qualified and approved Service Provider of Reparation and Unpaid Work Service for the period 1<sup>st</sup> October, 2020 to 31<sup>st</sup> March 2024 with an appropriate break clause within the Contract at end of years 1, 2 and 3 to enable earlier termination if required by the Council.

- 2.2 The tender exercise will be in accordance with the Council's Contract Standing Orders and will be achieved through an Open Tender opportunity. The whole procurement will be carried out in accordance with Contracts Standing orders and the Public Contract Regulations 2015 and with due regard to the Council's Ethical Procurement Policy.

- 2.3 By adopting a sub-regional approach to tackling youth offending issues, learning and best practice can be applied across all three authorities and solutions can be adopted that ensure positive outcomes for children, young people and victims impacted by the offence.

- 2.4 This Contract allows Sheffield City Council's Youth Justice Service to work alongside partners, to work together in helping young people to make amends for their actions, directly to the people and the communities their offence has affected.
- 2.4.1 Putting things right and healing relationships, thereby giving high satisfaction to victims and reducing re-offending.
- 2.4.2 Ensuring that those directly affected by crime are involved in the process and that their wishes are given careful consideration.
- 2.4.3 Achieving positive outcomes for the victim, community and the Young Person.
- 2.4.4 Reparation is an important part of the work Youth Justice Services undertake with a young person and plays a leading role in their rehabilitation process.

#### Outcome and Sustainability

- 2.5
- 2.5.1 Anticipated outcomes from the Service that will be funded will be:
- Help to prevent/reduce the number of offenders offending and re-offending.
  - Reduce the number of first time entrants (FTEs) to the Youth Justice Services in Sheffield, Rotherham and Barnsley.
  - Confront offenders with the consequences of their behaviour.
  - Reduce the risks associated with youth crime.
  - Encourage the participation of victims.
  - Promote parental responsibility.
  - Ensure prompt sentencing.
  - Help ensure that young people are dealt with proportionately.
  - Increases the collective capacity to evaluate data across local authority boundaries.
- 2.5.2 This project will assist in helping young people to make amends for their actions, directly to the people and the communities their offence has affected.

### 3

#### **RISK ANALYSIS AND IMPLICATIONS OF THE DECISION**

##### Equalities Impact Assessment

- 3.1 An Equalities Impact Assessment has been undertaken and approved by our Equalities Officer and will be maintained throughout the life of any Contract. (EIA Ref. No. 624 refers).

##### Financial and Commercial Implications

- 3.2 Funding has been agreed by each Authority in which Sheffield will lead the project:

<u>Local Authority</u>	<u>Annual Amount</u>	<u>Total amount over 4 years</u>
Sheffield	£76,000 = (50%)	<b>£304,000</b>
Rotherham	£38,000 = (25%)	<b>£152,000</b>
Barnsley	£38,000 = (25%)	<b>£152,000</b>
Total Contract value	=	<b><u>£608,000</u></b>

- 3.3 Funding for Sheffield's annual contribution to the contract is included within the current budget. However, in the event of any significant changes in demand, funding will be reviewed and will be subject to regular ongoing monitoring to ensure the Provider is delivering what we need. There is also a break clause built into the contract at the end of each year in the event of loss of funding.

#### Legal Implications

- 3.4 Under section 40 of the Crime and Disorder Act 1998 and Schedule 2 of the Children Act 1989 the Council has a statutory duty to take reasonable steps designed to encourage children and young person's not to commit offences. The provision of a Reparation and Unpaid Work Service will contribute towards meeting that duty.
- 3.5 Regarding the proposed collaborative approach, the other participating and co-commissioning Local Authorities have agreed that Sheffield will act as the lead Authority. A financial contribution, as described above, will be made by way of a contribution to Sheffield as the lead Authority contract managing and monitoring this project on behalf of those districts participating.
- 3.6 Since the participating Authorities are not proposing to provide these services themselves there will be no direct TUPE staffing implications for the Authorities. TUPE may apply if the transfer of services from a current provider to the new provider is within scope of the TUPE Regulations but this evaluation can only be comprehensively undertaken after contract award and would only affect the new provider. If at any point the participating Authorities consider 'stepping in' to provide these services themselves, they will require legal advice on those implications.
- 3.7 Where possible the Council will adopt any existing contract terms with the current provider which will facilitate a smooth transfer of services and provider compliance with employment and other legal obligations. Any new Contract must also have adequate arrangements to ensure that service continuity and service standards that comply with the statutory requirements.
- 3.8 In procuring a new provider the Council must comply with its Contracts

Standing Orders and the Public Contract Regulations 2015. After identifying a new provider the Council can by virtue of s111 of the Local Government Act 1972 and s.1 of the Localism Act 2011 contract with the new provider.

- 3.9 Proposals in this report have been subject to an EIA and are consistent with the Council's obligations under the Equality Act 2010 in that the proposed service will potentially benefit and not cause a detriment to persons with protected characteristics.

### TUPE

- 3.10 TUPE implications shall be assessed and the incumbent provider has been asked to advise on any potentially TUPE affected staff. This dynamic shall be taken into consideration through the procurement process. Any TUPE implications should only affect the incumbent existing and new Provider, and because the service is not being brought back in-house there are no TUPE implications upon the Council other than ensuring that the Provider's comply with their obligations.

- 3.11 The current Service Provider has been advised to take their own legal advice on this dynamic and will be required to provide information on the Workers they believe are eligible for TUPE in the event they are unsuccessful in continuing to provide the service. This information will be made available to prospective Tenderers to allow them to accurately price their tender submission.

## **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 The provision of this Service is a legislative requirement, and due consideration has been given to alternative methods of delivery including bringing the Service in-house or running a Sheffield only tender.

- 4.2 We currently do not have the expertise or capacity to deliver this service in-house. The current Provider has many links with local organisations and charities that offer Reparation placements. Therefore, it was determined that the most cost effective option would be a collective collaboratively procured approach on the open market, through an open tender, as this would maximise the interest and competition and thereby return the most economically advantageous tender.

## **5. REASONS FOR RECOMMENDATIONS**

- 5.1 To support the development of a consistent service delivery and key services across the sub-region that supports the statutory requirements of the youth justice teams. By the three service areas joining together in a single contract and in addition to ensuring best value for money and cost effectiveness, we will be better able to achieve a consistent and

higher standard of service throughout the region which is consistent with each district's delivery plan as well as the South Yorkshire Police and Crime Plan. There is a statutory requirement set out within the national standards for the delivery of youth justice services which are subject to an inspection and audit regime for the provision of restorative justice and victim services and these are as set out within the contract.

- 5.2 To note the contents of this report and approve the strategy for Commissioning, Inclusion and Learning (CILS) to be able to conduct a full sub-regional tender exercise for the provision of a Reparation and Unpaid Work Support Service to the sub-regions Youth Justice Services.