



C A B I N E T P R O C U R E M E N T A N D I N S O U R C I N G C O M M I T T E E

Monday 16 January 2023
at 5.00 pm

Committee Rooms 102, Hackney Town Hall, Mare
Street, E8 1EA
Room 102, Hackney Town Hall,
Mare Street, London E8 1EA

The live stream can be viewed here:

Main - <https://youtu.be/IAF5oJICAHA> or Backup - https://youtu.be/hLvlvcan_dM

Members of the Committee:

Councillor Robert Chapman, Cabinet Member for Finance (Chair)
Councillor Anntoinette Bramble, Deputy Mayor and Cabinet Member for
Education, Young People and Children's Social Care
Councillor Christopher Kennedy, Cabinet Member for Health, Adult Social
Care, Voluntary Sector and Culture
Councillor Caroline Woodley, Cabinet Member for Families, Parks and
Leisure

Mark Carroll
Chief Executive
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Senior Governance Officer
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Cabinet Procurement and Insourcing Committee

Monday 16 January 2023

Agenda

1 APOLOGIES FOR ABSENCE

2 URGENT BUSINESS

The Chair will consider the admission of any late items of Urgent Business. Late items of Urgent Business will be considered under the agenda item where they appear. New items of unrestricted urgent business will be dealt with under Item XX below. New items of exempt urgent business will be dealt with at Item XX below.

3 DECLARATIONS OF INTEREST - Members to declare as appropriate

A Member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A Member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 8.1-15.2 of Section Two of Part 5 of the Constitution and Appendix A of the Members' Code of Conduct.

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4 NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATION RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS

On occasions part of the Cabinet Procurement Committee meeting will be held in private and will not be open to the public if an item is being considered that is likely to lead to the disclosure of exempt or confidential information. In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) Regulations 2012 (the "Regulations"), members of the public can make representations about why that part of the meeting should be open to the public.

This agenda contains exempt items as set out at Item 13 and 14.

No representations with regard to these have been received.

This is the formal 5 clear day notice under the Regulations to confirm that this Cabinet Procurement Committee meeting will be partly held in private for the reasons set out in this Agenda. Information) (England) Regulations 2012 (the "Regulations"), members of the public can make representations about why that part of the meeting should be open to the public.

5 DEPUTATIONS/PETITIONS/QUESTIONS

6 UNRESTRICTED MINUTES OF THE PREVIOUS MEETING OF CABINET PROCUREMENT COMMITTEE HELD ON (Pages 11 - 20)

To confirm the unrestricted minutes of the meeting of Cabinet Procurement Committee held on 5 December 2022.

7 AHI S172 INTEGRATED MENTAL HEALTH NETWORK (Pages 21 - 118)

8 CED S154 EXTERNAL ADVERTISING CONTRACT (Pages 119 - 234)

9 CHE S157 FRONT ENTRANCE DOOR REPLACEMENT PROGRAMME - CONTRACT AWARD (Pages 235 - 274)

10 ANY OTHER UNRESTRICTED BUSINESS THE CHAIR CONSIDERS TO BE URGENT

11 DATE OF FUTURE MEETINGS

Meetings will be held at 5.00pm on:
13 February 2023.

12 EXCLUSION OF THE PUBLIC AND PRESS

Note from the Governance Services Manager

Item(s) X & X allows for the consideration of exempt information in relation to items respectively.

Proposed resolution:

THAT the press and public be excluded from the proceedings of the Cabinet Procurement Committee during consideration of Exempt items x-x on the agenda on the grounds that it is likely, in the view of the nature of the business to be transacted, that were members of the public to be present, there would be disclosure of exempt information as defined in paragraph 3 of Schedule 12A to the Local Government Act 1972 as amended.

- 13 AHI S172 INTEGRATED MENTAL HEALTH NETWORK (Pages 275 - 276)**

- 14 CHE S157 FRONT ENTRANCE DOOR REPLACEMENT PROGRAMME - CONTRACT AWARD (Pages 277 - 302)**

- 15 ANY OTHER EXEMPT BUSINESS THE CHAIR CONSIDERS TO BE URGENT**

Public Attendance

Following the lifting of all Covid-19 restrictions by the Government and the Council updating its assessment of access to its buildings, the Town Hall is now open to the public and members of the public may attend meetings of the Council.

We recognise, however, that you may find it more convenient to observe the meeting via the live-stream facility, the link for which appears on the agenda front sheet.

We would ask that if you have either tested positive for Covid-19 or have any symptoms that you do not attend the meeting, but rather use the livestream facility. If this applies and you are attending the meeting to ask a question, make a deputation or present a petition then you may contact the Officer named at the beginning of the Agenda and they will be able to make arrangements for the Chair of the meeting to ask the question, make the deputation or present the petition on your behalf.

The Council will continue to ensure that access to our meetings is in line with any Covid-19 restrictions that may be in force from time to time and also in line with public health advice. The latest general advice can be found here - <https://hackney.gov.uk/coronavirus-support>

Rights of Press and Public to Report on Meetings

The Openness of Local Government Bodies Regulations 2014 give the public the right to film, record audio, take photographs, and use social media and the internet at meetings to report on any meetings that are open to the public.

By attending a public meeting of the Council, Executive, any committee or sub-committee, any Panel or Commission, or any Board you are agreeing to these guidelines as a whole and in particular the stipulations listed below:

- Anyone planning to record meetings of the Council and its public meetings through any audio, visual or written methods they find appropriate can do so providing they do not disturb the conduct of the meeting;
- You are welcome to attend a public meeting to report proceedings, either in 'real time' or after conclusion of the meeting, on a blog, social networking site, news forum or other online media;
- You may use a laptop, tablet device, smartphone or portable camera to record a written or audio transcript of proceedings during the meeting;
- Facilities within the Town Hall and Council Chamber are limited and recording equipment must be of a reasonable size and nature to be easily accommodated.
- You are asked to contact the Officer whose name appears at the beginning of this Agenda if you have any large or complex recording equipment to see whether this can be accommodated within the existing facilities;
- You must not interrupt proceedings and digital equipment must be set to 'silent' mode;
- You should focus any recording equipment on Councillors, officers and the public who are directly involved in the conduct of the meeting. The Chair of

the meeting will ask any members of the public present if they have objections to being visually recorded. Those visually recording a meeting are asked to respect the wishes of those who do not wish to be filmed or photographed. Failure to respect the wishes of those who do not want to be filmed and photographed may result in the Chair instructing you to cease reporting or recording and you may potentially be excluded from the meeting if you fail to comply;

- Any person whose behaviour threatens to disrupt orderly conduct will be asked to leave;
- Be aware that libellous comments against the council, individual Councillors or officers could result in legal action being taken against you;
- The recorded images must not be edited in a way in which there is a clear aim to distort the truth or misrepresent those taking part in the proceedings;
- Personal attacks of any kind or offensive comments that target or disparage any ethnic, racial, age, religion, gender, sexual orientation or disability status could also result in legal action being taken against you.

Failure to comply with the above requirements may result in the support and assistance of the Council in the recording of proceedings being withdrawn. The Council regards violation of any of the points above as a risk to the orderly conduct of a meeting. The Council therefore reserves the right to exclude any person from the current meeting and refuse entry to any further council meetings, where a breach of these requirements occurs. The Chair of the meeting will ensure that the meeting runs in an effective manner and has the power to ensure that the meeting is not disturbed through the use of flash photography, intrusive camera equipment or the person recording the meeting moving around the room.

Advice to Members on Declaring Interests

If you require advice on declarations of interests, this can be obtained from:

- The Monitoring Officer;
- The Deputy Monitoring Officer; or
- The legal adviser to the meeting.

It is recommended that any advice be sought in advance of, rather than at, the meeting.

Disclosable Pecuniary Interests (DPIs)

You will have a Disclosable Pecuniary Interest (*DPI) if it:

- Relates to your employment, sponsorship, contracts as well as wider financial interests and assets including land, property, licenses and corporate tenancies.
- Relates to an interest which you have registered in that part of the Register of Interests form relating to DPIs as being an interest of you, your spouse or civil partner, or anyone living with you as if they were your spouse or civil partner.
- Relates to an interest which should be registered in that part of the Register of Interests form relating to DPIs, but you have not yet done so.

If you are present at any meeting of the Council and you have a DPI relating to any business that will be considered at the meeting, you **must**:

- Not seek to improperly influence decision-making on that matter;
- Make a verbal declaration of the existence and nature of the DPI at or before the consideration of the item of business or as soon as the interest becomes apparent; and
- Leave the room whilst the matter is under consideration

You **must not**:

- Participate in any discussion of the business at the meeting, or if you become aware of your Disclosable Pecuniary Interest during the meeting, participate further in any discussion of the business; or
- Participate in any vote or further vote taken on the matter at the meeting.

If you have obtained a dispensation from the Monitoring Officer or Standards Committee prior to the matter being considered, then you should make a verbal declaration of the existence and nature of the DPI and that you have obtained a dispensation. The dispensation granted will explain the extent to which you are able to participate.

Other Registrable Interests

You will have an 'Other Registrable Interest' (ORI) in a matter if it

- Relates to appointments made by the authority to any outside bodies, membership of: charities, trade unions,, lobbying or campaign groups, voluntary organisations in the borough or governorships at any educational institution within the borough.
- Relates to an interest which you have registered in that part of the Register of Interests form relating to ORIs as being an interest of you, your spouse or civil partner, or anyone living with you as if they were your spouse or civil partner; or
- Relates to an interest which should be registered in that part of the Register of Interests form relating to ORIs, but you have not yet done so.

Where a matter arises at any meeting of the Council which affects a body or organisation you have named in that part of the Register of Interests Form relating to ORIs, **you must** make a verbal declaration of the existence and nature of the DPI at or before the consideration of the item of business or as soon as the interest becomes apparent. **You may** speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

Disclosure of Other Interests

Where a matter arises at any meeting of the Council which **directly relates** to your financial interest or well-being or a financial interest or well-being of a relative or close associate, you **must** disclose the interest. **You may** speak on the matter only if

members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

Where a matter arises at any meeting of the Council which **affects** your financial interest or well-being, or a financial interest of well-being of a relative or close associate to a greater extent than it affects the financial interest or wellbeing of the majority of inhabitants of the ward affected by the decision and a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest, you **must** declare the interest. You **may** only speak on the matter if members of the public are able to speak. Otherwise you must not take part in any discussion or voting on the matter and must not remain in the room unless you have been granted a dispensation.

In all cases, where the Monitoring Officer has agreed that the interest in question is a **sensitive interest**, you do not have to disclose the nature of the interest itself.

DRAFT MINUTES OF THE MEETING OF THE CABINET PROCUREMENT AND INSOURCING COMMITTEE

MONDAY 5 DECEMBER 2022

Link to live stream link: <https://youtu.be/Hp4ArOiaeSQ>

Councillors Present:

Councillor Robert Chapman in the Chair
Cllr Caroline Woodley
Cllr Christopher Kennedy

Apologies:

Cllr Anntoinette Bramble

Also in Attendance:

Rotimi Ajilore, Head of Procurement
Tessa Mitchell, Governance Service Team Leader

Officers in Attendance

Virtually:

Bronwen Thomas, Project Manager, Estate Regeneration
Carolyn Sharpe, Consultant in Public Health - CYP
David Borrell, Senior Asset Manager - Strategic Property
Divine Ihekwoaba, Procurement Category Lead
Jayne Taylor, Consultant in Public Health
Leila Gillespie, Procurement Category Lead
Lola Olawole, Public Health Commissioning Manager
Miranda Ferrier, Estate Regeneration
Patrick Rodger, Senior Lawyer
Rachel Bagenal, Head of Housing Supply Programme
Rob Jack, Project Manager, Mechanical and Electrical
Sinead Burke, Head of Property and Asset Management
Suhana Begum, Senior Public Health Specialist
Tina Sabz, Project Officer

1. APOLOGIES FOR ABSENCE

1.1 Apologies were received from Cllr Annotinette Bramble

2. URGENT BUSINESS

2.2 There was no urgent business to consider.

3. DECLARATION OF INTEREST - MEMBERS TO DECLARE AS APPROPRIATE

3.1 With reference to Agenda Item 7, Councillor Kennedy declared that he is Chair of the Tobacco Control Alliance in Hackney. With reference to Agenda Item 10, Councillor Woodley declared that she is the ward councillor.

4. NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY

REPRESENTATION RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS

- 4.1 There were no representations to consider.

5. DEPUTATIONS/PETITIONS/QUESTIONS

- 5.1 The Chair advised that Cllr Garbett asked questions in relation to Agenda Item 9 to the Cabinet Member for Housing Services who will respond in writing.

6. UNRESTRICTED MINUTES OF THE PREVIOUS MEETING OF CABINET PROCUREMENT COMMITTEE HELD ON 7 NOVEMBER 2022

RESOLVED

That the unrestricted minutes of the Cabinet Procurement and Insourcing Committee held on 7 November 2022 be approved.

7. AHI S149 - STOP SMOKING SERVICE 1 YEAR EXTENSION: CONTRACT APPROVAL.

Lola Olawole, Public Health Commissioning Manager introduced the report seeking approval for a one year extension of the Stop Smoking Service provision up to 30 June 2024. The extension would ensure the continuity of service for City & Hackney residents while a full recommissioning process is undertaken. The recommissioning will allow a full evidence review and service redesign and time for steps to be undertaken to ensure that the new Stop Smoking Service best meets residents needs.

Since the publication of the report and submission to City's DLT Board, the Public Health Commissioning Manager stated that paragraph 11.2 on Agenda for Change: funding will be paid via ICB which has now been confirmed and the points made in this section of the report no longer applies.

In response to the Chair's query on reassurances about the provider, Suhana Begum, Senior Public Health Specialist responded to state that the Council has an excellent relationship with the provider who have consistently met their targets for service delivery and kept the service going throughout COVID.

The Chair thanked the officers and the team for their work.

RESOLVED:

Agree the 1 year extension of the City and Hackney Stop Smoking Service until the 30th of June 2024 at a maximum value of £924,271.

8. AHI S148 - YOUNG PEOPLE'S CLINICAL HEALTH AND WELLBEING SERVICE (CHYPS PLUS) 1 YEAR EXTENSION: CONTRACT APPROVAL

Lola Olawole, Public Health Commissioning Manager introduced the report seeking approval for a one year extension of the Young People's Clinical Health and Wellbeing Service (CHYPS) up to 31 August 2024. The contract approval will enable the continuation of the vital services for City and Hackney residents and will allow for a full recommissioning process to be undertaken.

As set out in the report, the CHYPS Plus service is a children centred service. It is delivered out of six main sites for children and young people aged 11 - 19. Additionally, young people up to 25 years of age who are particularly vulnerable to poorer outcomes such as homelessness. It will provide access to a range of services such as stop smoking, sexual health screening, access to contraception, pregnancy testing and support.

The Public Health Commissioning Manager added that the one year extension will enable the procurement of the service which will support the wider comprehensive review and redesign to form part of the integration to the 'Super Youth Hub' project.

With reference to 6.2 of the report and In response to Cllr Woodley's points on assurances and integration, Carolyn Sharpe, Consultant in Public Health for Children and Young People stated that the service is doing its best to ensure that the timelines align. The Public Health team are involved in the planning for the 'Super Youth Hub' work and have visions for a one stop shop for all children's and young people's needs. The extension will mean that the CHYPS recommissioning timelines will align with the plans for the 'Super Youth Hub'. The Consultant in Public Health also added that they are unable to guarantee that it will all work but are seeking to time it very closely and work hard to ensure that it does.

The Consultant in Public Health went on to add that the current service provider has not been performing as they wanted and have taken measures to address that by way of an informal letter being sent to the service provider. One of the big issues is around access as footfall dropped significantly around COVID which had not recovered. The service since taken some measures to make improvements such as change their leadership and governance, brought in an experienced sexual health consultant and recruited to some vacancies. As a result, the footfall has started to increase and the service is seeing better performance indicators. There is still work to do on increasing access to all parts of the borough and thinking about the groups the service needs to target and engaging new service users. The service has developed a communications plan and an outreach plan to reach young people who should be accessing the service.

The Chair drew reference to the key performance indicators and wanted to reiterate the need to understand the performance of existing contracts and stress the possibilities of Council insourcing opportunities.

The Chair thanked the officers for their work.

RESOLVED

Agreed to extend the Young People's Clinical Health and Wellbeing Service contract for up to 1 year until 31 August 2024 at a maximum cost of £540,145.

9. CHE S144 - COMMUNAL HEATING SYSTEMS: CONTRACT AWARD CONTRACT APPROVAL

Sinead Burke, Head of Property and Asset Management introduced the report seeking approval for contract award for capital works heating systems. The contract is to cover capital works on any communal heating systems to include replacing the plant rooms, capital repairs, improving of the piping infrastructures and replacement of gas boilers and alternative fuel technologies heating systems.

The scope of the contract is for the whole of Hackney's council housing with a recommendation to award to a single tender for up to 10 years for an initial 5 year term, and up to 5 one-year extensions to a value of £20 million. The Head of Property and Asset Management stated that it follows a Business Case report done in 2019. The procurement process was delayed due to Covid and cyber attack.

The Head of Property and Asset Management drew the Committee's attention to the terms of the KPI and contract management pointing out that it is an initial five year term. Performance within each year of the five year term is required for each extension. It is a key contract mechanism to incentivise good performance against KPIs throughout the duration of the first five-year term and then informs the extensions that will be available.

Cllr Kennedy queried whether the Committee are being asked to effectively approve a 10 year contract if they are performing against their KPIs. Cllr Kennedy also queried the negotiations with leaseholders as the report sets out significant recharges.

In response, the Head of Property and Asset Management said that she will need to look at further details of the contract and reconfirm. The performance against the KPIs awards the contractor an additional term and that the Committee is being asked to approve up to a 10 year contract. The Leasehold Services team will handle consultations with the leaseholders to include evening meetings with residents.

The Chair thanked the officers for their work.

ACTIONS:

- 1. Cabinet Member for Housing in consultation with Head of Property and Asset Management to respond to questions raised by Cllr Garbett on communal heating.**
- 2. Head of Property and Asset Management to provide a briefing note to Committee Members confirming the terms of the contract against key performance indicators.**

RESOLVED:

Agreed to approve the Award of the contract for Communal Heating Systems to Bidder 1 in Appendix A for a term of 5 years with an option to extend the contract for up to a further 5 years at a maximum value of £20m.

10. FCR S127 - AWARD OF CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF PRIMARY CARE SURGERIES AT: LAND TO REAR OF 2-28 BELFAST ROAD, N16 THE PORTICO, 34 LINSOTT ROAD, E5.

David Borrell, Senior Asset Manager within Strategic Property introduced this report for noting by the Committee.

The report updated on the construction of the two new primary care surgeries on Council owned sites being 38 Belfast Road and 34 Linscott Road (a Grade II listed building). The Senior Asset Manager apologised for the delay in bringing this update to the Committee which is owed to a busy period with projects and other pressing matters.

Cllr Woodley commented that she is content to note the report and is excited to see that one of the developments is in her ward and declared as such. Cllr Woodley also questioned the length of time it has taken and concerns about costs and difficulties with contractors and how it is kept within budget.

Senior Asset Manager advised that Linscott Road is on time and there are some delays with Belfast Road site due to archeology but confirmed that the developments remain within the provisional sums.

In response to the Chair's comments on point 7.8.2 on valuable sustainment policy if the tender was not approved. In response, the Senior Asset Manager apologised and stated that this was a typographical error in the document. He confirmed that the tenders have been approved and 25 percent local labour and contract value were part of the tender for contracts.

RESOLVED:

That the report be noted.

11. NH Q74 - DELEGATED REPORT OF THE GROUP DIRECTOR, CHIEF EXECUTIVE'S DIRECTORATE :AUTHORITY TO APPOINT THE MAIN CONTRACTOR FOR BUCKLAND STREET.

Bronwen Thomas, Project Manager for Estate Regeneration introduced the reports for Items 11 and 12 with the Chair's agreement. It is noted that both sites are geographically close to each other. The Project Manager for Estate Regeneration added that the projects have run in parallel to each other and started at the same time.

Approval was given in October 2020 for the procurement strategy and that included at the time delegated authority to award the construction contracts. Following the procurement process, a contractor has been appointed and this report is seeking to provide an update for the Committee to note. The report also sets out historic shifts as the Delegate Powers Report was approved by the Chief Executive as at the time the directorate was under his authority as Group Director when it was previously Neighbourhoods and Housing.

Cllr Kennedy queried the difference between the Hyde National framework Lot 6 and Hyde National Framework Lot 2. In response, the Project Manager stated that at the time of the Procurement Strategy being developed officers were able to use Hackney's framework because of the way it was streamlined. They carried out soft market testing of both contractors on the two frameworks, the results of which showed that there was a lot more interest in the Hyde National Framework and not Southern Housing.

With respect to both reports, Items 11 and 12, the Chair requested further details on what can be expected of both contracts in terms of the other sustainability procurement policy requirements for example local apprentices and delivering for green.

Cllr Chapman thanked the officer and looks forward to meeting the target of 1000 new homes by the end of this administration.

ACTION:

The Project Manager for Estate Regeneration to prepare a briefing note to Committee Members with details of the Sustainability Procurement Policy terms to be delivered.

RESOLVED:

That the report be noted.

12. NH Q80 - DELEGATED REPORT OF THE GROUP DIRECTOR, CHIEF EXECUTIVE'S DIRECTORATE: AUTHORITY TO APPOINT THE MAIN CONTRACTOR FOR WIMBOURNE STREET

As set out under Agenda Item 11.

ACTION:

The Project Manager for Estate Regeneration to prepare a briefing note to Committee Members with details of the Sustainability Procurement Policy terms to be delivered.

RESOLVED:

That the report be noted.

13. PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR FOR COLVILLE ESTATE PHASE 2C

Mirander Ferrier, Colville Estate Regeneration Programme Manager introduced the report for noting which follows the approval of the delegated powers report at Appendix 1.

The report sets out the procurement that has been undertaken to appoint a third contractor and completes the first of a two-stage approval strategy which was approved by the Committee in July 2021.

The project comprises of the second and final part of Phase 2 Colville regeneration programme and will provide 93 new mixed tenure homes and supports substantial improvements to the public realm on the estate. The Colville Estate Regeneration Programme Manager also stated that there will be a new community centre and low carbon energy centre as part of the provision of this phase.

The Chair made reference to Point 5.1.6 of Appendix 1 and sought clarity on which option was being proceeded with as it appears to be unclear from the report. The Chair also queried plans for the Energy Centre.

In response, Colville Estate Regeneration Programme Manager clarified that option B is being proceeded with. Plans for the Energy Centre are being reviewed and procured via a separate route within the Energy Management Team. The team are looking at the procurement of a specialist contractor who would actually deliver the Energy Centre.

Thanked officers for their work on the report.

RESOLVED:

That the report be noted.

14. ANY OTHER UNRESTRICTED BUSINESS THE CHAIR CONSIDERS TO BE URGENT

There was no urgent business to consider.

15. EXCLUSION OF THE PUBLIC AND PRESS

RESOLVED

THAT the press and public be excluded from the proceedings of the Cabinet Procurement Committee during consideration of Exempt items on the agenda on the grounds that it is likely, in the view of the nature of the business to be transacted, that were members of the public to be present, there would be disclosure of exempt information as defined in paragraph 3 of Schedule 12A to the Local Government Act 1972 as amended.

16. EXEMPT MINUTES OF THE PREVIOUS MEETING OF CABINET PROCUREMENT AND INSOURCING COMMITTEE HELD ON 7 NOVEMBER 2022

RESOLVED

Approved the restricted minutes of the Cabinet Procurement and Insourcing Committee held on 7 November 2022.

22. ANY OTHER EXEMPT BUSINESS THE CHAIR CONSIDERS TO BE URGENT

22.1 There was no urgent business to consider.

Duration of the meeting: 5.00 - 6.03 pm

Councillor Robert Chapman
Chair of the Committee

CABINET PROCUREMENT AND INSOURCING COMMITTEE

ACTIONS TRACKER

Ref	Meeting Date	Agenda Item	Action	Assigned to	To be completed by	Status
1	7/11/22	7 - Housing Repairs Material Framework	To prepare a briefing note in consultation with the Procurement team addressing the sustainability issued and to circulate to Committee Members.	Peter Lovell	Tbc - Jan 2023	Completed
2	5/12/22	9 - Communal Heating Systems	(1) Cabinet Member for Housing in consultation with Head of Property and Asset Management to respond to questions raised by Cllr Garbett on communal heating. (2) To provide a briefing note to Committee Members confirming the terms of the contract against key performance indicators.	Cllr McKenzie Sinead Burke	Tbc - Jan 2023	Outstanding
3	5/12/22	11 - Buckland Street	Briefing note to be provided to Committee Members with details of the Sustainability Procurement Policy terms to be delivered.	Brownwen Thomas	Tbc - Jan 2023	Outstanding
4	5/12/22	12 - Wimbourne Street	Briefing note to be provided to Committee Members with details of the Sustainability Procurement Policy terms to be delivered.	Brownwen Thomas	Tbc - Jan 2023	Outstanding



CABINET PROCUREMENT & INSOURCING COMMITTEE

CONTRACT AWARD REPORT

Title of Report	Integrated Mental Health Network
Key Decision No.	AHI S172
CPIC Meeting Date	16 January 2023
Classification	Open
Ward(s) Affected	ALL
Cabinet Member	Councillor Chris Kennedy, Cabinet Member for Health, Adult Social Care, Voluntary Sector and Culture
Key Decision	Yes Significant in terms of its effects on communities living or working in an area comprising two or more wards.
Group Director	Helen Woodland, Group Director Adults, Health and Integration
Contract value, <u>both</u> Inclusive of VAT and Exclusive of VAT (for the duration of the contract including extensions)	£5,377,000.00 (£1,344,250.00 annually)
Contract duration (including extensions e.g. 2 yrs + 1 yr + 1 yr)	2yrs+1yr+1yr

1. Cabinet Member's Introduction

- 1.1. Mental health needs and especially complex mental health needs are increasingly a concern in Hackney, which has some of the highest rates of mental illness in the country. The proposed new Integrated Mental Health Network service is designed to support residents who struggle with intersecting disadvantages and who often find it difficult to get the holistic support they need.

- 1.2. The new service builds on a previous high-performing model, increasing the number and diversity of community providers. Integration with other local mental health and related partners will be improved and a new open access aspect to the service will provide more preventative mental health activities and social opportunities.
- 1.3. The service delivery model for the new service has inbuilt flexibility and a focus on continuous learning and development to allow it to adjust and flex to the ever changing needs of the population.

2. Group Director's Introduction

- 2.1. This report concerns the award of a contract to deliver the Integrated Mental Health Network service. This is a support and recovery service for Hackney and City residents with complex mental health problems. Poor mental health and complex mental health needs disproportionately affect communities who are socially and economically deprived, so this service will help to reduce health inequalities locally
- 2.2. Building on the successes of the existing service, the Integrated Mental Health Network will deliver:
 - Holistic, person centred mental health support with a strong emphasis on service user choice and control.
 - Recovery or improvement in service user mental health so that they are able to safely move on from the network, able to prosper and no longer require mental health support.
 - Improvements in service users' physical health, social connectedness, employment prospects and financial security, all of which are closely interrelated to mental health.
 - A reduction in health inequalities relating to mental health need and access to support services
 - An integrated service, which is coordinated and joined up with relevant partner services to ensure the best possible experience and care for service users.

3. Recommendations

- 3.1. **To agree the award of the Integrated Mental Health Network service contract to Provider A for a period of up to a maximum of 4 years (2 years +1 year +1 year) from 1st July 2023. The total value of the contract will be a maximum of £5,377,000 (£1,344,350 per year).**

4. **Related Decisions**

4.1. [Integrated Mental Health Network Business Case](#)

5. **Reason(s) For Decision / Options Appraisal**

5.1. There is a high need for mental health support in the City and Hackney and following Covid, both the amount and complexity has notably increased. After a review of current services and population needs, along with engagement of local stakeholders, it was proposed to recommission the current well performing service. The new service was designed to build on the strengths of the existing service, along with positive changes informed by learning and best practice, in order to best support the needs of the local population.

5.2. This report seeks the approval to award a contract for an Integrated mental health support service to Provider A. The proposed service will be overseen by a single main contractor, responsible for the overall management and coordination of the service, including a large number of smaller subcontractor organisations. These smaller community providers will enable the service to provide tailored mental health support for a diverse range of communities and complex needs.

5.3. The service will provide holistic, innovative, evidence based and recovery focused mental health support to residents with complex mental health problems to improve their wellbeing. These interventions will include talking therapies, 1:1 coordination, support groups, education sessions, activities, digital interventions and practical support. The support will include a strong emphasis on service user choice and control and, where appropriate, will be delivered in partnership with other relevant support services. The ultimate goal is to enable residents to maintain good mental health, independently from support services.

5.4. The target population group for the service will be City and Hackney residents with high and complex mental health needs, who are ineligible or too complex for primary mental health services but do not meet the threshold for secondary care, something that has been identified as a gap both locally and nationally. The service will also use its infrastructure and expertise to facilitate the development of community based, lower level and preventative mental health interventions.

5.5. Alternative Options (Considered and Rejected)

Alternative options considered and rejected were outlined in the Business Case report:

Option 2: Do nothing

This would have a huge negative impact on the local population's health and wellbeing and would further increase health inequalities. Rates of mental illness in the City and Hackney are among the worst in the country, with the number of people with complex mental needs rapidly increasing. Residents who experience the greatest inequalities in other areas are also more likely to have poor mental health.

With the service currently supporting over 1,500 City and Hackney residents, not recommissioning the service would cause a huge reduction in the mental health support available at a time when, if anything, more is needed. It would also specifically create a gap in provision for service users with complex mental health needs, as the service focuses on supporting this group.

The service also provides tailored support to a range of local communities, where access to mental health services would otherwise be low, despite often high rates of mental ill health and risk factors such as low income and unemployment. The importance of having this service as an alternative to NHS mental health services was widely recognised in the consultation and losing it would mean a notable cut in support to vulnerable communities .

Option 3: Single provider (no subcontracting):

Whilst this option could provide some economies of scale, it would not be able to offer the same tailored support to many of the target population groups within the City and Hackney. Without the specialist providers it would lose the deep understanding of local communities and the ability to leverage existing connections with these communities to improve access to support.

One single large provider would not be able to offer the same range in specialist provision/interventions that a number of smaller providers could. Therefore, they would be unable to offer such a holistic, tailored service to meet the specific needs and maximise service user recovery in the same way that a network of smaller providers could.

A single large provider would not share the same benefits, compared to a network of providers, of sharing of learning, experience and best practice.

Option 4: Insourcing:

Insourcing this service was considered in detail but for the following reasons was not chosen.

Reducing barriers to access

A key success of the current service highlighted during the consultation is the way it improves accessibility for mental health support by offering a community based alternative to statutory provision. A council rather than

community led service would likely be a significant barrier to some of our most vulnerable residents and the community connection would be lost.

Recruitment of specialist staff

This service requires a high number of specialist staff, including mental health professionals and experienced practitioners. The Council does not currently have the necessary expertise and would need to build this capacity over a number of years.

Cost

There is not currently the capacity to deliver this service in-house. Any potential savings to management costs would be offset by the need to increase internal management capacity. In addition, the Council would have to recruit the specialist mental health expertise available to expected bidders at the organisational level.

Impact on the local community and voluntary sector

Insourcing the service would take a large amount of secure funding away from the community and voluntary sector. which is already under significant financial pressure locally. A benefit of the service model is that it brings together a range of voluntary and community sector organisations and reduces silo working, which would be lost if it was to be insourced to the Council.

6. Project Progress

6.1 Developments since the Business Case approval

There have been no unforeseen changes or developments since the business case approval.

6.2 Whole Life Costing/Budgets

The total cost of the service is detailed in the table below. Funding is available for the duration of the contract from the ring-fenced Public Health Grant.

Integrated Mental Health Network service budget				
Year 1	Year 2	Year 3	Year 4	Total
£1,344,250.00	£1,344,250.00	£1,344,250.00	£1,344,250.00	£5,377,000.00

The City of London will contribute 3% towards the total cost of the service to reflect the anticipated level of activity delivered in the City.

The agreed price is inclusive of all service delivery related costs for the duration of the contract. A detailed breakdown was submitted as part of the bid.

6.3 Risk Assessment/Management

Risk	Likelihood	Impact	Overall	Action to avoid or mitigate risk
	L – Low; M – Medium; H - High			
There may be some challenges with recruitment and retention to specialist and/or management posts due to general shortages within the industry.	Medium	Low	Medium	The funding available supports competitive remuneration for staff at the London Living Wage or higher. An appropriate mobilisation period has been built into the timetable and providers' approach to staff management and recruitment will be tested as part of the procurement process.
Negative impact on relationships with local organisations who are not selected to be part of the new service.	Medium	Low	Low	Extensive engagement with local groups was completed to inform the design of the service. The commissioning process was fair and transparent. The flexible funding aspect included in this contract will also mean there may be future opportunities for new organisations to become involved in the network.
The new provider may not be able to secure suitable premises at a reasonable cost due to high prices locally.	Low	Low	Low	The recommended providers all have suitable physical premises at the current time.
One or more of the specialist subcontractor providers may come into financial or reputational difficulties that put the service delivery at risk.	Low	Low	Low	If this risk occurs, it is likely to only affect just one provider, limiting any impact. Either the work could be covered by existing providers or a replacement specialist provider could be brought in. The new more integrated structure should also allow the service to better mitigate this risk. The Main Contractor is a large and stable provider.
Key partners do not fulfil their commitments in relation to partnership working.	Low	Low	Low	Key external partners are well engaged and have already committed to working with the new service. The commissioner and the lead provider will endeavour to work with partners to overcome any issues that arise.

7. Savings

No savings were required from this procurement but the maximum budget available for each year of service delivery was set at £1,350,000 so a modest saving has been achieved.

In addition, the revised delivery model will increase internal integration and improve partnership working with key external services and it is expected that this will lead to service delivery efficiencies.

8. **Sustainability Issues and Opportunities, Social Value Benefits**

8.1. **Procuring Green**

Overall this service will have a limited environmental impact. All staff on the contract use either public transport or active travel to get to work. and bike to work schemes are offered. The premises' energy comes from renewable sources and, where available, the service purchases from local suppliers.

8.2. **Procuring For A Better Society**

This service will address health inequalities, improving health and wellbeing outcomes and increasing the social and economic opportunities of the residents who use it. The service will target those with the highest need and those who face greater barriers to accessing services.

The service will be delivered by local providers who are embedded in local communities, supporting these local organisations to develop and increasing access for the underserved communities they represent.

8.3. **Procuring Fair Delivery**

The service will have a positive impact on residents' health, social and economic opportunities, especially for those who experience some of the greatest health inequalities.

All staff employed by the provider and its subcontractors to deliver this service will receive the London Living Wage as a minimum.

The service will be required to continually monitor and improve its offer across a range of performance measures, including its success at supporting equality of access and provision and reducing inequalities.

8.4 **Equality Impact Assessment and Equality Issues**

Reducing inequalities is a core part of the specification for this service. It is designed to support residents who face some of the greatest inequalities, where multiple disadvantages intersect. The wide range of

community-based subcontractor providers will enable the service to support individuals who are traditionally not well supported by mainstream services.

The new service includes KPIs specially designed to support the aim of reducing inequalities, including a wide range of targets around diversity.

8.5 **Social Value Benefits**

The proposed new network of providers consists of organisations who have between them more than 250 years' experience embedded and investing in their communities. Over 60% of the staff live locally. The service will proactively support small VCS organisations through funding, training and information sharing opportunities.

The service will offer apprenticeships and, where appropriate, develop clients to contribute to service delivery (~10% of current staff were previously clients). It will support people from minoritized groups to become therapists and for young people to begin careers in mental health as trainees/apprentices.

9. **Tender Evaluation**

Tender Evaluation Team:

The Tender Evaluation and Moderation Team consisted of the following:

- Commissioning Manager, City and Hackney Public Health (Chair)
- Public Health Consultant, City and Hackney Public Health
- Senior Public Health Specialist, City and Hackney Public Health
- Deputy Borough Director, East London NHS Foundation Trust

EU / Procurement Process:

A single stage procurement was carried out under the Light Touch Regime. The number of organisations invited to tender was not restricted, and the tender opportunity was promoted widely. This included circulation via local networks, publication on the Council's website and the publishing of a Find a Tender Service (FTS) notice. An email was also sent to prospective bidders who had previously responded to stakeholder consultation (this included a series of consultation events and the publication of a Prior Information Notice (PIN) to generate interest in the opportunity).

Evaluation Criteria and Weightings:

The tender was evaluated on the criteria in the table below:

Scoring Criteria	Score
Quality	70%
Start Up & Implementation	5%
Service Organisation	17%
Service Provision	30%
Operational Requirements	10%
Quality Assurance	5%
Social Value	3%
Price	30%

65 organisations expressed an initial interest. Only one bid was received but it was a strong one. A comprehensive programme of pre-market engagement was completed to prepare the market and promote this opportunity as widely as possible but this is a very specialist and complex service and the number of providers with the relevant capacity and experience is limited.

10. **Recommendation**

	Quality	Price	Total
Provider A (winning bidder)	43%	30.00%	73%

It is recommended that Provider A be awarded the contract. They provided a high quality bid and scored well across all areas. The panel was confident that Provider A and its subcontractors will provide a high quality service that meets the needs and objectives set out in the business case and service specification.

The price submission from Provider A was within the available budget. The breakdown of costs is considered, appropriate and realistic and the proposed service provides good value for money.

The main contractor is experienced at managing subcontractors and all providers are experienced at providing high quality mental health and wellbeing care to clients. The assessment and prioritisation processes are robust yet person centred and will support the service to reduce inequalities. The variety and quality of support and activities offered is very

good, recovery focused and will allow the service to provide holistic support to clients.

The service will continuously monitor and adjust/improve its offer through data analysis and insight. This will also allow commissioners to monitor the performance and benefits of the service.

Any TUPE issues or redundancies are likely to be very limited and there is a 5 month mobilisation period to deal with any issues that do occur. As part of the evaluation process it was confirmed that all staff employed to deliver this service will receive the London Living Wage as a minimum.

11. Contract Management Arrangements

Resources and Project Management (Roles and Responsibilities):

The contract will be managed within the Public Health team, with a named Senior Specialist lead, under the direction of the Public Health Consultant Mental Health lead and with support from the Public Health Commissioning Team.

This contract will be incorporated into the standardised performance management framework used by Public Health. The providers will be required to report performance against the agreed KPI quarterly and attend regular contract review meetings. The specification also requires a strong focus on continuous improvement.

A five month mobilisation period has been incorporated into the timetable to allow sufficient time for the large number of sub-contracting organisations to fully mobilise and for any TUPE issues to be resolved, in time for the 1st July 2023 contract start date.

11.1. Key Performance Indicators

The KPIs for this service are as follows. All will be monitored via the contract management arrangements described above. In line with the approach of continuous learning and improvement, these will be regularly reviewed with the commissioner and provider.

	KPI	Target
1	A. New core service user per year	1,150
	B. Total core service users per year	1,800

2	Percentage of service users demonstrating clinically relevant improvement using validated measurement tools over the course of their time in the service	60%
3	Service users accepted into the service are representative of the percentage listed in the key service population groups targets table below	90% of target population groups met
4	A. At least one external partner is involved in service users' support/care plan B. The number of different partner services that the service works with that are involved in the shared support/care plans	25% of service users 6
5	A. Reduction in the percentage of service users who are unemployed B. Percentage of service users in training or volunteering roles while accessing or after leaving the service for at least 6 months or for the duration of the course	50% 12%
6	A. Percentage of service users who report being smokers who are offered a referral to stop smoking services B. Percentage of service users who demonstrate alcohol dependence or who report using illegal drugs that are offered support coordinated with Hackney Recovery Service as part of their care plan C. Percentage of clients self-reporting an improvement in physical health between entry to the service and exit	90% 90% 90%
7	A. Improvement in self-reported social connectedness for service users B. For service users for whom social isolation was identified as a concern at entry, engagement in community or regular social activities/classes	80% 75%

12. Comments Of Group Director Of Finance And Corporate Resources

12.1. This report seeks approval from the Cabinet Procurement and Insourcing Committee to award the contract for the delivery of the Integrated Mental Health Network service to provider A, commencing in July 2023 for a period of up to four years (2+1+1).

12.2. The contract value over the maximum life of the contract is c£5.4m,

with the annual contract value being c£1.35M. The annual contract value for the service has been factored into the Public Health commissioning plans, and will not result in a budget pressure for the council. In addition the City of London will contribute funding of 3% of the total cost of the service to reflect the anticipated level of activity delivered in the City under a separate service level agreement between LB Hackney and the City of London Corporation.

- 12.3. There is uncertainty around the grant allocation for future years. If the Public Health grant was to be reduced in future years, then management actions including reviewing this service, would need to be considered to ensure that expenditure is contained within the ring-fenced public health grant.

13. **VAT Implications On Land & Property Transactions**

N/A

14. **Comments Of The Director, Legal, Democratic & Electoral Services**

- 14.1. The services in this Report were assessed as High Risk by the Council and on 18th July 2022 Cabinet Procurement and Insourcing Committee agreed a Business Case in respect of the procurement of such services. Pursuant to paragraph 2.7.10 of Contract Standing Orders the approval to award a contract will be with Cabinet Procurement and Insourcing Committee.

- 14.2. Details of the process undertaken by officers to procure a provider for the delivery of the Integrated Mental Health Network service are set out in this Report.

15. **Comments Of The Procurement Category Lead**

- 15.1 The proposed contract is valued at £5.377M which is above the relevant UK public procurement threshold (Social and Other Specific Services “light touch” regime). The Council’s Contract Standing Orders require that the Award of a procurement of this value be approved by Cabinet Procurement and Insourcing Committee.

- 15.2 A competitive tender process has been carried out in compliance with Contract Standing Orders and the recommendation is to award to the provider offering the most economically advantageous tender assessed against the published criteria.

- 15.3 Relevant KPIs and performance measures are proposed including those aligned to strategic and corporate targets. The specification requires the contractor to meet requirements with regard to sustainability and social value, including payment of the London Living Wage as a minimum for all staff employed to deliver this service.

Appendices

Appendix B Integrated Mental Health Network Service Business Case
 Appendix C - Integrated Mental Health Network Service Specification

Exempt Appendices

Appendix A - Long List - Expressions of Interest

By Virtue of Paragraph(s) 3 Part 1 of schedule 12A of the Local Government Act 1972 this report and/or appendix is exempt because it contains Information relating to the financial or business affairs of any particular person (including the authority holding the information) and it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Background Document

None

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Title of Report	Wellbeing Network		
Key Decision No	AHI S104		
For Consideration By	Cabinet Procurement and Insourcing Committee		
Meeting Date	18 July 2022		
Cabinet Member	Cllr Kennedy, Cabinet Member for Health, Adult Social Care, Voluntary Sector and Leisure		
Classification	Open		
Ward(s) Affected	All Wards		
Key Decision & Reason	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Yes</td> <td>Significant in terms of its effects on communities living or working in an area comprising two or more wards</td> </tr> </table>	Yes	Significant in terms of its effects on communities living or working in an area comprising two or more wards
Yes	Significant in terms of its effects on communities living or working in an area comprising two or more wards		
Group Director	Helen Woodland, Group Director for Adults, Health and Integration		

1. CABINET MEMBER'S INTRODUCTION

- 1.1 Mental Health problems are often not the result of any single issue but a range of factors that intersect and interplay with each other. By taking a person-centred, holistic approach, the Integrated Mental Health Network service will support service users to address all factors contributing to their mental health problems, giving them a much greater prospect of recovery. The service will offer a wide range of support interventions and collaborate with other relevant local support services to ensure the care that service users receive is coordinated and effective and that all relevant factors relating to the service users' needs are addressed. The service will reduce health inequalities by focusing on those that experience the greatest disadvantage.
- 1.2 Addressing poor mental mental health is a priority for both the City and Hackney, with Hackney's Health and Wellbeing Board's three key priorities being to improve mental health, increase social connection and support greater financial security. Our young people also told us through the work of the Young Futures' Commission about how important mental health is to them. The Commission explicitly asked for improved accessibility to confidential mental health services for young people and improved counselling services and referral pathways.

- 1.3 Building on the success of the existing service, the Integrated Mental Health Network will be delivered by a lead provider with elements of the service sub-contracted to a number of specialist providers. This will ensure a diverse service with multiple community providers that will reduce access barriers and ensure culturally relevant interventions. At the same time a lead provider responsible for the overall management of the service will ensure an efficient, well run service with equality of access based on need.

2. GROUP DIRECTOR'S INTRODUCTION

2.1 Mental health needs in the City and Hackney are high and increasing, not only overall but especially so in their complexity. As poor mental health and complex mental health needs disproportionately affect communities who are socially and economically deprived, a lack of action will inevitably lead to an increase in health inequalities locally. The gap in support services for people with complex mental health problems is recognised as a significant issue nationally, as well as locally. In providing this service, City and Hackney are leaders in addressing this very important issue.

2.2 Building on the successes of the existing service, the Integrated Mental Health Network will deliver:

- Holistic, person centred mental health support with a strong emphasis on service user choice and control.
- Recovery or improvement in service user mental health so that they are able to safely move on from the network, able to prosper and no longer require mental health support.
- Improvements in service users' physical health, social connectedness, employment prospects and financial security, all of which are closely interrelated to mental health.
- A reduction in health inequalities relating to mental health need and access to support services
- An integrated service, which is coordinated and joined up with relevant partner services to ensure the best possible experience and care for service users.

3. RECOMMENDATION(S)

3.1 To agree the procurement of the Integrated Mental Health Network service commencing on 1st July 2023 for a period of up to four years , at a maximum value of £5,400,000 (£1,350,000 per year)

3.2 To agree a three month extension of the existing contract for the Integrated Mental Health Network service with Mind - City, Hackney and Waltham Forest until the end of June 2023 at a cost of £336,062.50 (£1,344,250 annual equivalent).

4. RELATED DECISIONS

4.1 None

5. OPTIONS APPRAISAL AND BUSINESS CASE (REASONS FOR DECISION)

5.1 Building on the successes of the existing service, the redesigned Integrated Mental Health Network will further improve the coordination of services whilst also more effectively targeting those with the greatest need.

5.2 Service description

5.2.1 The proposed service will provide holistic, innovative and evidence based mental health support to people with complex mental health problems to improve their wellbeing. These interventions will include talking therapies, 1:1 coordination, support groups, education sessions, activities, digital interventions and practical support. The support offered will be holistic, person centred support, including a strong emphasis on service user choice and control and, where appropriate, will be delivered in partnership with other relevant support services. The ultimate goal is to enable the resident to successfully move on from needing mental health services to long-term wellbeing and independence.

5.2.2 The Integrated Mental Health Network will deliver improvements in mental health and wellbeing outcomes for City and Hackney residents. This should also lead to a reduction in secondary care admissions and risk of crisis. It should also lead to a reduction in dependence on other local support services. Mental health is closely linked to issues such as employment, substance use, poverty and experience of trauma. By providing holistic mental health support to residents, the service should have a positive impact on employment, payment of bills and dependence on local support services.

5.2.3 Another key aim of the service is to contribute to a reduction in health inequalities, which will be achieved by targeting residents with complex needs, as well as through the design and range of interventions provided, ensuring they are tailored towards the communities with the highest need and barriers to accessing mental health support.

5.2.4 The primary target population group for the service will be City and Hackney residents with high and complex mental health needs, who are ineligible or too complex for primary mental health services but do not meet the threshold for secondary care, something that has been identified as a gap both locally and nationally. The service will also use its infrastructure and expertise to facilitate the development of community based, lower level and preventative mental health interventions.

5.2.5 Excellent partnership working and coordination will be a priority for this service.

5.3 BENEFITS REALISATION / LESSONS LEARNED

5.3.1 Overall service user feedback for the current Wellbeing Network service is very positive, with over 90% of respondents to regular monitoring stating that they agree or strongly agree with all satisfaction measures. Rather than radically change this successful delivery model, the redesigned service will keep what has been shown to work and retain the basic service delivery model of a lead provider subcontracting to a range of specialist providers.

5.3.2 It is clear that the target population for this service needs to be more carefully defined. Initially the current service was set up to meet the mental health needs of residents across a wide range of severity and complexity. However, this led to the service being spread very thinly, unable to specialise or properly focus on any area of need and resulted in long waiting lists due to the number of eligible people far exceeding the resources available. It also meant that less complex service users could be eligible for multiple services, meaning that referrers were sometimes unclear when to refer to the network as opposed to elsewhere.

5.3.3 Support will be targeted at residents with high and complex mental health needs, as this is the biggest gap in other local service provision. There is high and increasing need in this area locally and this approach is likely to have the most notable impact in terms of preventing even more serious outcomes related to poor mental health, including admission to secondary care and suicide, as well as for reducing health inequalities. The scope of the service complements but does not duplicate other services. Referring processes will be simple and transparent for referring agencies.

5.3.4 The biggest challenge for the existing service is waiting times, a reflection of the popularity and high need for the service. The new service will have a more targeted offer and clearly defined eligibility criteria. The lead provider will be responsible for managing this aspect of the service with robust performance targets and reporting.

5.3.5 Service users appreciate the flexibility of the service to meet their needs, including tailored interventions (e.g. LGBTQI+ specific support), as well as staff who adapt sessions to their individual mental health needs. Service users report really valuing the variety of groups and activities and some of the activity-based offers were especially beneficial to those who do not find more traditional therapy suitable for their needs. Comments also included that the service was well suited to people who have experienced discrimination and feel marginalised. Service users valued having more

informal means of support that complement their core treatment, such as virtual social groups. These elements of the service will be retained.

- 5.3.6 A central point of access, joint training and information sharing have been successes of the existing service delivery model. Integration will be further strengthened in the new contract through a single coordination and management function.
- 5.3.7 The new service design will be more flexible, making it easier to bring in a new subcontractor provider if a significant gap or need is identified. The new service will also be strongly encouraged to work with and use its infrastructure to support other VCS providers outside of the network

5.4 Strategic Context:

5.4.1 This service strongly supports the key priorities identified by the City and Hackney Integrated Care Partnership.

- Deliver a shift in resource and focus on prevention to improve the long-term health and wellbeing of local people and address health inequalities. This service aims to equip service users with the knowledge and tools they need to look after their own long term mental health. It is also strongly focused on preventing resident's mental health problems from deteriorating so that they need crisis or secondary care support. Furthermore, by targeting the service at population groups with the highest levels of need and with greater barriers to access, it is also contributing to reducing health inequalities across the City and Hackney.
- Deliver proactive community-based care closer to home and outside of institutional settings where appropriate. The service will be based in community settings across the City and Hackney to help facilitate access and improve care.
- Ensure we maintain financial balance as a system and achieve our financial plans. Through this contract providers will be required to consider sustainability and value for money. For example, programmes that facilitate volunteering and peer support will be an essential part of this service
- Deliver integrated care which meets the physical, mental health and social needs of our diverse communities. The service will work in partnership with other local mental health services, as well as relevant physical health and wider support services to ensure that the support provided is holistic and tailored to the individual and their specific needs. The range of local subcontractor organisations will be key to helping the service better support our diverse communities.

- Empower patients and residents. All service user recovery plans will be designed and agreed in partnership with service users and their views and needs will be used to shape the service as it progresses.

5.4.2 This service also supports the Mayor's priorities in a number of ways.

Mayor's Priorities:

1. Fairer: Making Hackney a place that works for everyone, with affordable homes, job opportunities, and excellent services and schools; where everyone can play a part.
2. Safer: Making Hackney a place where everyone can feel healthy and safe, at home, at work, and on streets, parks, and estates, and where the air is cleaner.
3. More sustainable: Making Hackney a socially, economically, and environmentally sustainable place, with strong, cohesive, and diverse communities.

5.5 Preferred Option: an Integrated Mental Health Network service delivered by a lead provider with a number of specialist subcontractors

5.5.1 Building on the successes of the existing service, the recommended option is that the recommissioned City and Hackney Integrated Mental Health Network should be delivered by a number of specialist providers coordinated and managed by a lead provider.

5.5.2 One organisation will take overall responsibility for the running and performance of the service. The other organisations in the network will all be subcontracted providers and will directly deliver mental health interventions for service users, including 1:1 support, groups and activities. This model means that the service can benefit both from the experience, infrastructure and security of a larger provider but also have the benefits of local knowledge, adaptability and specialisms of smaller providers.

5.5.3 One of the key aims of the service is to reduce inequalities and to increase access for communities who have high levels of mental health need but are currently underrepresented in local mental health services. This will be facilitated through a range of specialist subcontractors. These providers will be able to offer tailored interventions that are appropriate and appealing to the population groups they represent and use their knowledge and understanding to ensure that the care provided considers an individual's needs and circumstances. Furthermore, by offering alternative entry points within communities via organisations that residents may already know and trust, this decreases barriers to access for some residents, especially those who are more marginalised and do not trust more mainstream services.

- 5.5.4 Having a number of different providers also means that the service is able to offer a much wider range of specialist interventions than a single provider would be able to. This is important in order for the service to be able to provide a holistic, person-centred support offer that addresses the complexity of the service user's needs and properly supports their recovery.
- 5.5.5 A multi-provider model will also be much more beneficial to Hackney's local voluntary and community sector. Hackney has a wide range of high quality small, local organisations who would likely be candidates for subcontractor providers in this service. The contract would provide a level and security of funding that they otherwise would be unlikely to obtain, therefore supporting the stability and growth of this valuable sector.
- 5.5.6 By commissioning a model that maximises the benefits and recovery prospects for service users, this also ensures that this service will provide the best value for money. Supporting somebody to overcome their mental health difficulties using a holistic approach will not only improve their mental wellbeing but is also likely to have a positive impact on their physical health, employment prospects, relationships, financial management and many other factors that will help them to contribute to the local community and economy. Furthermore, the new service will be required to develop a comprehensive peer support programme to support service delivery, which will be more effective under a multi-provider model, providing further value for money, in addition to benefits for service users and the local community.

5.6 ALTERNATIVE OPTIONS (CONSIDERED AND REJECTED)

Do nothing:

- 5.6.1 This would have a huge negative impact on the local population's health and wellbeing and would further increase health inequalities.
- 5.6.2 Prior to the coronavirus pandemic, concerns around mental health, as well as suicide and self-harm rates were increasing. Since the start of the pandemic local and national services have noted increases in the number and complexity of people requiring support services.
- 5.6.3 With the service currently supporting over 1,500 City and Hackney residents, not recommissioning the service would cause a huge reduction in the mental health support available at a time when, if anything, more is needed. It would also specifically create a gap in provision for service users with complex mental health needs, as the service focuses on supporting this group. These service users will often not be eligible or suitable for other alternative local mental health services, such as IAPT, due the complexity of their needs, or secondary care due to not meeting the threshold for this. Therefore, without the service, they would have nowhere to access mental health support. This would likely lead to a further deterioration of their health

and wellbeing, damage their personal future prospects, impact their families/relationships and employment, as well as leading to an increase in crisis/secondary care admissions and suicide attempts.

- 5.6.4 The service will also provide reach into a number of communities, where access to mental health services would otherwise be low, despite often high rates of mental ill health and risk factors such as low income and unemployment. The importance of having this service as an alternative to NHS services, for residents who may be reluctant to approach the latter, was also noted as being hugely valuable by a wide range of stakeholders.

Single provider (no subcontracting):

- 5.6.5 Whilst this option could provide some economies of scale, the provider would not be able to offer the same reach into many of the target population groups within the City and Hackney. It would not have the advantage of having a number of specialist providers that deeply understand the communities they serve and how to best support them, nor would it be able to leverage existing connections with these communities to improve access to support in the way that a number of smaller providers would.
- 5.6.6 One single large provider would not be able to offer the same range in specialist provision/interventions that a number of smaller providers could. Therefore, they would be unable to offer such a holistic, tailored service to meet the specific needs and maximise service user recovery in the same way that a network of smaller providers could.
- 5.6.7 A single large provider would not share the same benefits, compared to a network of providers, of sharing of learning, experience and best practice.

Insourcing:

- 5.6.8 Insourcing this service was considered in detail but it was ultimately decided that it would not be appropriate to take this forward at this time for the following reasons:

Reducing barriers to access

- 5.6.9 One of the key successes of the current service highlighted by a wide range of stakeholders during the consultation is the way it improves accessibility for mental health support by offering a community based alternative to NHS provision. By offering an alternative front door through voluntary and community service, the Integrated Mental Health Network will appeal to residents that otherwise would not access local mental health services.

Recruitment of specialist staff

- 5.6.10 In order to provide this integrated mental health service a high number of specialist staff will be required, including mental health professionals and

experienced practitioners. The Council does not currently have the existing expertise that would be necessary to deliver this and would need to build its capacity over a number of years.

Cost

5.6.11 There is not currently the capacity to deliver this service in-house. Any potential savings to management costs would be offset by the need to increase internal management capacity. In addition, the Council would have to recruit the specialist mental health expertise available to expected bidders at the organisational level.

Impact on the local community and voluntary sector

5.6.12 Insourcing the service would take a large amount of secure funding away from the community and voluntary sector, which is already under significant financial pressure locally.

5.6.13 An added benefit of the Integrated Mental Health Network model is that it brings together a range of voluntary and community sector organisations and reduces silo working. A benefit that would be lost if it was to be insourced to the Council.

5.7 Success Criteria/Key Drivers/Indicators:

5.7.1 While this is not a statutory service, nor is it driven by any specific government targets, both local and national policies are clear that mental health is a priority that has become even more so since the coronavirus crisis.

5.7.2 Provision of this service should delay or prevent residents' mental ill health escalating to higher levels of need. This enables the Local Authority to discharge its duty under the Care Act 2014 to provide preventative services and increase the wellbeing of residents.

5.8 Whole Life Costing/Budgets:

5.8.1 The annual budget for the service to be recommissioned will be a maximum of £1,350,000 per year for up to four years (2+1+1) funded via the ring-fenced Public Health Grant.

5.8.2 The City of London will contribute 3% towards the total cost of the service to reflect the anticipated level of activity delivered in the City.

5.8.3 To ensure continuity of service and a smooth transition, the existing contract with Mind in the City and Hackney for the Integrated Mental Health Network service will be extended by three months until the end of July 2023 at a total cost of £336,063. A five year contract with a total value of £10.2M was

originally issued to Mind following a competitive procurement process in 2015. This was subsequently extended by a total of three years to the end of March 2023 at a cost of £4.1M.

5.9 Policy Context:

5.9.1 Good mental health and wellbeing are relevant to some degree in most local and national policies and strategies. However, some of the most relevant ones are listed below.

Hackney Health and Wellbeing Strategy 2022-2026

5.9.2 The Hackney Health and Wellbeing Board has drafted a Health and Wellbeing Strategy for 2022-2026. It has agreed three key priorities to improve health and reduce inequalities. These are:

- improving mental health
- increasing social connection
- supporting greater financial security

5.9.3 The proposed service clearly targets the first priority around mental health. Issues such as financial difficulties and social isolation are often closely interconnected with mental health problems and clients in the service will be supported holistically, whether through direct interventions or by supporting them to access other services they would benefit from.

Hackney Council Corporate plan refresh:

5.9.4 Improving mental health and wellbeing is relevant to all aspects of the Corporate Plan but especially to Priority 5: Community Wellbeing and Tackling Health Inequalities. This service aims to improve the wellbeing of residents overall but it is also designed to do so in a way that specifically addresses health inequalities.

5.9.5 The crosscutting priority 'Keep in focus the most vulnerable and tackling key inequalities, and specifically racial inequality' is well supported by this service. Residents with the highest levels of need and vulnerabilities due to mental health and related complexities will be prioritised. Furthermore, one of the key aims of the service is to improve access to population groups currently underrepresented in mental health services and this will partly be achieved by having services embedded in certain communities.

5.9.6 Given the holistic nature of the service and the close link between debt and mental health, Priority 1: Poverty Reduction is also relevant to this service. Priority 4: Supporting children and young people to thrive will be supported through work with young adults with mental health needs but also through the support provided to parents and carers.

The Hackney Community Strategy 2018–2028

5.9.7 The proposed service will also strongly support the Hackney Community Strategy 2018–2028. The most relevant aspects from the priorities listed in this strategy are: that Hackney is a borough with healthy, active and independent residents and a supportive community, somewhere everyone can enjoy a good quality of life, where residents fulfil their potential and everyone contributes to community life. These values also will underpin the new integrated mental health service.

City of London Corporate Plan

5.9.8 The service will also support many of the aims and priorities set out in the City of London’s Corporate Plan, most notably that “People enjoy good health and wellbeing”. which is one of the main aims of the service. However, it will support other priorities, such as contributing to a flourishing society, people having equal opportunities to enrich their lives and reach their full potential and communities being cohesive with the facilities they need

No health without mental health

5.9.9 Although this report was published in 2010, the objectives in it are still very relevant and are well supported by the proposed service.

- *More people will have good mental health:* this is a fundamental aim of the proposed service
- *More people with mental health problems will recover:* recovery from mental health problems is one of the main objectives of this service
- *More people with mental health problems will have good physical health:* as the service will address clients’ wellbeing in a holistic way, physical health will be a key part of this, especially given it is often closely related to mental health
- *More people will have a positive experience of care and support:* One of the objectives of the service will be to provide a service that is tailored to the needs of the population, especially those who are underserved by existing services, partly due to previous negative experiences.
- *Fewer people will suffer avoidable harm:* by supporting people with complex mental health problems the service aims to avoid more serious illness for clients that would require, for example, secondary care.
- *Fewer people will experience stigma and discrimination:* One of the objectives of the service is to target improvements in mental health knowledge and accessibility of support to communities experiencing higher levels of discrimination and support.

NHS Long Term Plan

5.9.10 Although this will not be an NHS service, the NHS Long Term Plan is an important document for health and wellbeing and this service is closely aligned to many of the ambitions in the Long Term Plan relating to mental health and wellbeing, including targeting people identified as having the greatest risks and needs and providing targeted support.

Public Health Outcomes Framework

5.9.11 This contract will also support a range of mental health related measures from the Public Health Outcomes Framework, including reducing the prevalence of common mental health disorders, reducing long term mental illness, helping people with poor mental health to access employment, supporting residents to access IAPT services, preventing suicide and emergency mental health admissions and reducing premature mortality for people with severe mental illness. In doing so this will also contribute towards the overall aim of the Public Health Outcomes Framework to increase healthy life expectancy. Furthermore, the focus of this service on decreasing health inequalities also contributes towards the overall outcomes to reduce the differences in life expectancy and healthy life expectancy between communities.

5.10 Consultation/Stakeholders:

5.10.1 Extensive stakeholder consultation has been undertaken. This began in 2020 before the COVID-19 pandemic and included delivery of the following:

- Two stakeholder workshops
- Presentations and ongoing consultation with a range of partnership forums:
 - the City and Hackney Mental Health Coordinating Committee
 - City and Hackney Psychological Therapies and Wellbeing Alliance Meeting
 - City and Hackney Joint Mental Health Meeting
 - Hackney VCS Mental Health SIG meeting
 - City of London Directorate Leadership Team
- Ongoing coordination with partners such as the East London NHS Foundation Trust (ELFT), the City and Hackney Area Committee of the North East London CCG and local voluntary sector organisations
- Service users focus groups (including LGBT and Young Black Men specific), surveys and analysis of routine feedback

5.10.2 It is anticipated that a small number of staff from the existing service will be eligible for TUPE transfer to the new service. The existing provider has been included in the stakeholder consultation completed as part of the service design process.

5.11 Risk Assessment/Management

5.11.1 a Comprehensive risk assessment has been completed. Identified risks with appropriate mitigation are detailed in the table below.

Risk	Likelihood	Impact	Overall	Action to avoid or mitigate risk
	L – Low; M – Medium; H - High			
There may be some challenges with recruitment and retention to specialist and/or management posts due to general shortages within the industry.	Medium	Low	Medium	The funding available supports competitive remuneration for staff at the London Living Wage or higher. An appropriate mobilisation period has been built into the timetable and providers' approach to staff management and recruitment will be tested as part of the procurement process.
Negative impact on relationships with local organisations who are not selected to be part of the new service.	Medium	Low	Low	Extensive engagement with local groups has been completed to inform the design of the service. Running a fair and transparent commissioning process, including objective and constructive feedback, will also minimise the damage to the relationship. The slightly more flexible funding allocation process for this contract will also mean there may be future opportunities for new organisations to become involved in the network.
The new provider may not be able to secure suitable premises at a reasonable cost due to high prices locally.	Low	Medium	Low	The provider will be asked to provide details of their proposed physical premises as part of the tender application and will have been required to consider this in some detail. The commissioner may also be able to utilise Hackney council's connections with partners and through planning to identify an alternative location in the circumstances that the planned one falls through.
One or more of the specialist subcontractor providers may come into financial or reputational difficulties that put the service delivery at risk.	Low	Low	Low	This risk is likely to mainly only affect a specific aspect of the service (e.g. provision for a specific group). The affected clients would need to be moved to other providers and/or a replacement specialist provider brought in. The provider will be required to have a plan in place for such an event and should begin to action this as soon as an issue is identified. The new more integrated structure should also allow the service to better mitigate the impact if this were to occur.
Key partners do not fulfil their commitments in relation to partnership working.	Low	Low	Low	These key partners are well engaged and have already committed support to work with the new service and have a good history of working collaboratively in the City and Hackney. The commissioner and the lead provider will endeavour to work with partners to overcome any issues that arise. However,

				in case an issue should arise the service should be designed in such a way that it can run independently if required, though enhanced by partnership working.
This is a specialist market and there are a limited number of suitably qualified providers	Low	Low	Low	A comprehensive programme of pre-market engagement has been completed which has included benchmarking with other local authority areas to identify potential providers, consultation events and the issuing of a Prior Information Notice (PIN).

5.12 Insurance: Advice from Insurance Services has been sought and appropriate insurance will be included in the tender documentation.

5.13 Market Testing (Lessons Learnt/Benchmarking): This is a specialist area of service delivery with a limited number of organisations capable of delivering the lead provider function. Comprehensive Benchmarking was completed with other London boroughs and a Prior Information Notice (PIN) was published to raise awareness of the procurement opportunity. This was followed up with further consultation with potential providers on the proposed design of the service.

5.14 Savings: No savings are required from this procurement. Improvements to the design of the service will deliver internal efficiencies and the outcomes delivered by the service reduce the need for other public services e.g. hospital admissions.

6. SUSTAINABILITY ISSUES

6.1 Procuring Green

Overall this service will have a limited environmental impact, Nevertheless, as part of the procurement process, providers will be required to demonstrate how they have limited the negative environmental impact of the service through actions such as active travel plans and the use of public transport, environmentally sustainable communication methods and the energy efficiency of their premises.

6.2 Procuring for a Better Society

This service directly aims to address health inequalities and improve the health, social and economic opportunities of the residents who use it. Eligibility of residents will be assessed based on their level of need and those with the highest risk, as well as greater barriers to access, will be prioritised for the service. It is anticipated that the service will include local providers who are embedded in local communities so this will not only support these local organisations but also increase access for the underserved communities they represent.

6.3 Procuring Fair Delivery

the service should have a positive impact on residents' health, social and economic opportunities and this should benefit the wider community. Furthermore, one of the requirements will be to support service users to go on to become peer supporters and volunteers themselves. All providers of the new service will be required to pay staff the London Living Wage as a minimum.

6.4 Equality Impact Assessment and Equality Issues

- 6.4.1 An equality impact assessment has been undertaken for this recommissioning. Overall the service has a very positive impact on promoting equality and reducing inequalities.
- 6.4.2 Recommissioning the service will mean that many residents with high and complex mental health needs, will be able to receive holistic support for their mental health needs, many of whom otherwise would not be able to. As poor mental health and complex mental health needs disproportionately affect communities who are socially and economically deprived, this recommissioning will have a very positive impact on reducing health inequalities.
- 6.4.3 Furthermore, through the inclusion of providers who are from and represent some of Hackney's diverse communities, where mental health needs are addressed the service is designed specifically to target communities who are underrepresented in mental health services, have the greatest barriers to access and who have disproportionately high mental health related needs. Furthermore, the design of the interventions provided support a reduction in inequalities and actively support inclusivity, including tailoring its support offer to people with a disability, non binary gender, different ethnic and cultural backgrounds and to the LGBTQI+ community.
- 6.4.4 The holistic approach to care, including support around issues such as employment, debt and isolation mean that the service is not only addressing health inequalities but also closely related social and economic factors too.
- 6.4.5 The service will be required to continually monitor and improve its offer across a range of performance measures, including its success at supporting equality of access and provision and reducing inequalities.

7. PROPOSED PROCUREMENT ARRANGEMENTS

7.1 Procurement Route and EU Implications:

- 7.1.1 The service will be required to continually monitor and improve its offer across a range of performance measures, including its success at supporting equality of access and provision and reducing inequalities.
- 7.1.2 The service falls under the 'light touch' regime for services of the 2015 Public Contract Regulations (PCR).
- 7.1.3 A one stage procurement is planned. The number of organisations invited to tender will not be restricted, and the tender opportunity will be promoted as

widely as possible. This will include all organisations that responded to the PIN.

7.1.4 The total contract value is above the threshold (currently £663,540 including VAT) so a Find a Tender Service (FTS) notice will be published.

7.2 Resources, Project Management and Key Milestones:

7.2.1 The project will be led by the Senior Public Health Specialist lead for Mental health under the direction of the Public Health Consultant Mental Health lead and with support from the Public Health Commissioning Team. Internal and external partners from a range of organisations have been involved in the design and development of this service and a representative from North East London CCG will also be part of the evaluation panel.

7.2.2 A five month mobilisation period has been incorporated into the timetable to allow sufficient time for the large number of sub-contracting organisations to fully mobilise in time for the 1st July 2023 contract start date.

Key Milestones	
Business Case Report to CPIC	18th July 2022
Find a Tender Service Advert placed	19th July 2022
Issue Tender	19th July 2022
Tender returns	13th September 2022
Tender Evaluation	14th September - 15th November 2022
Contract Award Report considered at CPIC	16th January 2023
Standstill Period	17th - 27th January 2023
Mobilisation period	28th January 2023 - 30th June 2023
Start on site / Contract start	1st July 2023

7.3 Contract Documents: Anticipated contract type

7.3.1 A detailed specification is being finalised which includes areas that are set by national standards and evidence base. Other parts of the service specification have been influenced by consultation, completion of a joint strategic needs assessment and involvement of the design steering group. The involvement of stakeholders in the consultation on the specification gives us full confidence that they have bought into the process.

7.3.2 The tender pack will include the terms and conditions that are currently used by Public Health and method statement questions to evaluate the quality of the service to be delivered by the providers.

7.3.3 The contract will be awarded to a single organisation with a requirement for a number of elements of the service to be delivered by specialist subcontractors.

7.4 Sub-division of contracts into Lots: Lots would not be appropriate for this service because of the need for a single organisation to be responsible for the management and coordination of the service. The requirement for the lead provider to subcontract to a range of specialist providers provides an opportunity for smaller, local providers.

7.5 Contract Management:

7.5.1 The contract will be managed by Hackney's Public Health team. This will include a minimum of quarterly review meetings and contract monitoring forms which will be used to review service delivery and performance against required service levels and key performance indicators. In addition to this, the current provider will also be contract managed to ensure that if a new Provider is selected, there is a smooth transition process.

7.5.2 Data collected will include performance against key performance indicators, as well as a range of other agreed metrics, set out in the specification, The provider will be expected to adopt an approach of continuous learning and development to improve the service delivery throughout the contract. The structure of the budget will support this, allowing a portion of funds to be moved to the best performing and most in demand aspects of the service.

7.6 Key Performance Indicators:

7.6.1 The proposed KPIs for year one of this service are as follows. In line with the approach of continuous learning and improvement, these will be regularly reviewed with the commissioner and provider.

KPI No	Objective	Reason for Status / Rationale	KPI	Target	Reporting Frequency
1	A good number of residents supported through the service	To ensure support is available to residents who need it.	A. New core service user per year B. Total core service users per year	1,150 1,800	Quarterly
2	Service users experience a clinically relevant improvement in wellbeing	This is the purpose of the service	Percentage of service users demonstrating clinically relevant improvement using validated measurement tools over the course of their time in the service	60%	Quarterly
3	Access to the service represents the local population, weighted towards groups identified as having the highest levels of need and/or who are underrepresented in mental health services locally	To support a reduction in health inequalities and ensure the service targets populations identified as having higher risk	Service users accepted into the service are representative of the percentage listed in the key service population groups targets table below	90% of population group target met	Quarterly
4	Achievement of partnership working and integration, demonstrated through service users' care being coordinated with additional external partner services	It is vital that the service is very well integrated and working in partnership with other relevant local services that contribute towards service user recovery	A. At least one external partner is involved in service users' support/care plan B. The number of different partner services that the service works with that are involved in the shared support/care plans	25% of service users 6	Quarterly

5	Service users supported to access employment and development opportunities	Employment, learning and development are very important components of mental health that the service can directly influence	<p>A. Reduction in the percentage of service users who are unemployed</p> <p>B. Percentage of service users in training or volunteering roles while accessing or after leaving the service for at least 6 months or for the duration of the course</p>	<p>50%</p> <p>12%</p>	Quarterly
6	Service users experience an improvement in physical health	Physical health is a very important component of mental health that the service can directly influence	<p>A. Percentage of service users who report being smokers who are offered a referral to stop smoking services</p> <p>B. Percentage of service users who demonstrate alcohol dependence or who report using illegal drugs that are offered support coordinated with Hackney Recovery Service as part of their care plan</p> <p>C. Percentage of clients self-reporting an improvement in physical health between entry to the service and exit</p>	<p>90%</p> <p>90%</p> <p>90%</p>	Quarterly
7	Service users experience a reduction in social isolation / increased social inclusion	social connectedness is a very important component of mental health that the service can directly influence	<p>A. Improvement in self-reported social connectedness for service users</p> <p>B. For service users for whom social isolation was identified as a concern at entry, engagement in community or regular social activities/classes</p>	<p>80%</p> <p>75%</p>	Quarterly

Key service population groups targets:	
A. LGBTQI+	9%
B. Refugees	0.5%
C. People born outside of the UK	35%
D. English is not the first language	25%
E. Residents who are living in the 10% most deprived neighbourhoods nationally	15%
F. People providing at least one hour's unpaid care and support each week to a friend, neighbour or relative because of illness or old age	7%
G. Number of young Black men entering services per year: a. 18-24: 10 b. 25-30: 15	10 15
H. People with learning disabilities	2.4%
I. Autistic people	1%
J. Physically disabled people or those with a long-term limiting illness:	30%
K. Black African: 10%	10%
L. Black Caribbean: 6%	6%
M. Other Middle Eastern	2%
N. Eastern European	2%
O. South Asian	8%
P. Turkish or Kurdish	7%
Q. Orthodox Jewish	8%

8. COMMENTS OF THE GROUP DIRECTOR FINANCE AND CORPORATE RESOURCES

- 8.1 The recommendation of the report seeks to approve the procurement of the Integrated Mental Health Network service. In addition this report seeks to approve a three month extension of the existing contract with Mind - City, Hackney and Waltham Forest.
- 8.2 The three month contract extension is until the end of June 2023 at a total cost of £336k. The initial period of the new contract will be up to four years (2+1+1) commencing in July 2023. The contract value over the maximum life of the contract will be £5.4M. The total annual value is £1.35M which will be funded from the ring-fenced Public Health grant. In addition the City of London will contribute funding of 3% of the total cost of the service to reflect the anticipated level of activity delivered in the City under a separate service level agreement between LB Hackney and the City of London Corporation.

9. VAT Implications on Land & Property Transactions

- 9.1 None

10. COMMENTS OF THE DIRECTOR, LEGAL, DEMOCRATIC & ELECTORAL SERVICES

- 10.1 Paragraph 2.7.6 of Contract Standing Orders states that all procurements with a risk assessment of “High Risk” will be overseen by Cabinet Procurement Committee (now Cabinet Procurement and Insourcing Committee) and therefore this Business Case Report is being presented to Cabinet Procurement and Insourcing Committee for approval
- 10.2 The services to be procured in this Report are classified as Social and other Specific Services under Schedule 3 of the Public Contracts Regulations 2015 and are of an estimated value above the threshold of £663,540 (including VAT) for such services. Therefore it will be necessary to publish a Find a Tender notice in respect of the procurement of the services. However as these are Schedule 3 (light touch) services the Council will then be subject to a smaller number of procedural rules in regard to how it procures such services. It will, however, be important to ensure that it complies with the obligations to treat economic operators equally and without discrimination and act in a transparent and proportionate manner in accordance with Regulation 18 of the Public Contracts Regulations 2015.
- 10.3 It is also proposed to extend the agreement for the Integrated Mental Health Network service with the current provider. Regulation 72(5) of the Public

Contracts Regulations 2015 allows for a modification of a contract without a new procurement procedure where the value of the modification is both (i) below the relevant threshold under the regulations, and (ii) below 10% of the initial contract value for services provided that the modification does not alter the overall nature of the contract or framework agreement. The provisions of Regulation 72(5) would apply in respect to the proposed extension of contract and therefore the variation is allowed under such Regulation.

11. COMMENTS OF THE PROCUREMENT CATEGORY LEAD

- 11.1 The proposed framework is valued up to £5.4M which is above the relevant UK public procurement threshold (Social and Other Specific Services “light touch” regime) and must be awarded in accordance with the relevant procedures set out in the Public Contracts Regulations 2015. The Council’s Contract Standing Order 2.5.2 requires that the Business Case and Contract Award for a High risk procurement be approved by Cabinet Procurement and Insourcing Committee.
- 11.2 Procurement of a single contract via an Open competitive tender process is supported as an appropriate and compliant route as set out in the report.
- 11.3 The lead provider model will offer opportunities for participation by local SMEs and the Voluntary and Community Sector in support of the Council’s Sustainable Procurement Strategy and ensure that the service is highly inclusive.
- 11.4 The timeline for the procurement process is reasonable to ensure contract commencement on 1st July 2023, and the reasons for the additional 3 month extension to support mobilisation are supported as set out in the report.

APPENDICES

None

BACKGROUND PAPERS

None

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SCHEDULE 1: SPECIFICATION

Integrated Mental Health Network

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1. Introduction and Summary

1.1 The Authorised Officer for this Service is Andrew Trathen

Overview

- 1.2 This service will predominantly provide mental health support and recovery services to City and Hackney adult residents with complex mental health needs. Additionally, the service infrastructure should be used to support some prevention focused and more widely accessible interventions. The service will be delivered by a number of specialist providers managed by a main contractor. The specialist providers will be able to meet the varied needs of City and Hackney's diverse population, including helping to overcome barriers to access for marginalised communities.
- 1.3 The service will provide innovative and evidence based mental health interventions that will support people to improve their wellbeing, develop their skills, build resilience, reduce social isolation, work towards fulfilling personal goals and ultimately to be able to live healthily independently from the service. It will help to prevent secondary care admissions and reduce dependence on other local support services, as well as supporting residents to contribute socially and economically to their local communities. Importantly, the service will also help to address the inequalities in access to mental health services and mental health outcomes for the local population.

2. Service Principles

- 2.1 The service will be:
- a. Recovery focussed
 - b. Outcome based
 - c. Inclusive
 - d. Designed to address health inequalities
 - e. Shaped by the needs, views and voices of service users, carers, families and communities of Hackney and the City of London
 - f. Person centred support that addresses the needs of the whole person
 - g. Flexible to the changing needs of the local population
 - h. Trauma informed
 - i. Closely integrated with other local partner services
 - j. Evidence based

3. Service Aims and Objectives

Aims

- 3.1 The proposed service aims to:

- Improve the overall psychological health and wellbeing for City and Hackney residents who experience complex mental health needs, so that they can live healthily, independently from the service.
- Reduce inequalities related to mental health in the City and Hackney by targeting population groups who experience greater barriers to access.
- Strengthen prevention by reducing the overall population burden of mental ill health, the severity of disease and the escalation of existing conditions.

Objectives

3.2 The service will:

- Provide a single coordinated service, delivered by a number of specialist providers, for residents with complex mental health needs
- Design and deliver a holistic approach to mental health support through a range of interventions, including 1:1 coordination support, 1:1 therapies, group activities, group therapies and skills development, designed to support service users to recover and thrive independently from the service.
- Deliver face to face interventions, supported by remote digital interventions.
- Balance the design and delivery of the different intervention types so as to maximise the benefit to service users, taking into account the number of service users supported, the amount of improvement and the starting levels of need and complexity.
- Design interventions and the service overall to increase accessibility for communities with historically high levels of need and increased barriers to accessing mental health services.
- Use the infrastructure of the service to support the development and running of peer and volunteer led interventions, which can support a wider range of mental health needs.
- Deliver services at times and locations that facilitate access to the service, especially for priority residents.
- Ensure that it is open and accessible, including for people from different ethnicities, LGBTQI+ people, disabled people, people with long-term health conditions, people who are neurodiverse and people with learning disabilities.
- Work in partnership with other local support services to deliver coordinated and complementary support.
- Use ongoing monitoring, development and innovation to ensure the service is continually learning and improving.
- Prioritise service users based on their need, as well as accessibility of alternative local mental health support.
- Ensure all referrals receive a personal response, including waiting times, an onward referral or tailored signposting to self-help resources as appropriate, copying this to the referring agency where applicable.
- Implement a single coordinated and consistent assessment process across all providers, as well as with agreed external partner agencies.
- Manage any waiting list to account for and manage risk.
- Collaborate with service users to develop service user support plans.
- Enable peer support and volunteer opportunities for service users.

- Support community and peer led activities to develop and become largely self-sustaining.
- Use the infrastructure of the service to support the wider development of community projects and organisations
- Coordinate a safe step down/move-on pathway from the service.
- Develop and maintain close working partnerships with other key local services.
- Provide a timely, responsive service to both service users and partners.
- Provide drop in safe spaces for residents to go to.
- Create a positive working environment that supports staff health and wellbeing.
- Contribute to local mental health systems, including the Psychological Therapies and Wellbeing Alliance and work with service partners to identify and resolve gaps in service provision.
- Improve levels of inclusion and acceptance of people experiencing mental ill health in the wider community

Outcomes

3.3 Overall the service aims to support service users to:

- Experience a lasting improvement in their personal mental health and wellbeing outcomes.
- Learn and develop skills, tools, strategies and confidence to empower them to maintain their own positive mental health and live active healthy lives, independently from the service.
- Improve their physical health and wellbeing.
- Improve their confidence and ability to access positive employment, training opportunities and meaningful activities, increasing their contribution to the local economy.
- Develop and maintain social connections and be involved in their local community, reducing social isolation where applicable.
- Participate in peer support and other volunteering opportunities .
- Have greater emotional resilience to withstand the impact of social and other factors that exacerbate mental ill-health.
- Collaborate with staff to determine their own achievable goals and a recovery care plan.
- Reduce their need for health and other support services (e.g. GPs) but have the knowledge and confidence to seek appropriate additional support services if and when they need to.
- Reduce their risk of harm or crisis relating to their own mental health and the likelihood that they will require emergency services and/or secondary mental health services.
- Enjoy improved independence, quality of life and fulfilment of self-determined goals.

4. Service Description Summary

- 4.1 The core service will be a mental health service for people with high needs and complex mental health problems living in the City of London and Hackney. It will support them to recover and/or manage their condition sufficiently that they are able to live healthily and happily, independent from external support.
- 4.2 The core service will include a range of time-limited interventions including activities, support groups, education sessions, practical support, talking therapies and 1:1 coordination, from which service users will be supported to select the interventions that best suit their needs. The support offered will be holistic and person centred, including a strong emphasis on service user choice and control and, where appropriate, will be delivered in partnership with other relevant local support services. The main contractor will determine the precise offer, mix and length of interventions.
- 4.3 In addition to the core service, the service will also use its infrastructure, expertise and connections to facilitate the development, coordination and promotion of 'open access' activities that will be primarily peer and community led. These will be lower level wellbeing activities that support general wellbeing and provide opportunities for social inclusion. They may be ongoing activities that focus on helping residents to maintain good mental health and prevent mental illness. They may be accessed by core service users, people on the waiting list, those who have left the service, residents from partner services and, where appropriate, all interested local residents.
- 4.4 The service should be focused on outcomes, seeking to achieve improvements in service user mental health, physical health and social factors contributing to mental ill health, such as social connectedness, employment related goals and financial security. These outcomes and improvements should be aligned to services users' personal goals and ultimately lead to move on from mental health services to independence.
- 4.6 Reducing inequalities is a key priority for this service. Access to the service should be determined by current need and future risk. The service must be tailored to the local population and especially to service users from communities that are historically underrepresented and/or have higher mental health related needs.
- 4.7 Good partnership working is also a priority for this service and it will be required to proactively work with other local services, to ensure the best experience and outcomes for service users. The service should ensure that it does not duplicate the offer of other existing local services but instead deliver care using a joined up, partnership approach.
- 4.8 In all of its work, the service should take a continuous learning and development approach. Regular monitoring and engagement should be undertaken to understand any changes that might make the service even better on an ongoing basis.

5 Service Structure

- 5.1 One organisation will be the main contractor responsible for the service as a whole. They will:
- Hold the entire contract.

- Be responsible for the overall running, coordination and performance of all aspects of this service
 - Be responsible for the management and subcontracting of other service delivery organisations
- 5.2 The majority of the service's resources will be used to directly deliver support interventions to service users and these should be delivered by a range of specialist subcontracted providers. The main contractor may also undertake some direct delivery if they have the relevant expertise.
- 5.3 The requirements of both the main contractor and the direct delivery providers are described in more detail below.
- 5.4 The service should be presented and run as a single integrated service. It should not be simply a network of individual providers; service users must be managed and coordinated centrally. Staff from subcontractor organisations may still be involved in delivery of this coordination, as well as support activities but the service users will not be separately held in these organisations.
- 5.5 This structure must be flexible enough to ensure individual service user needs are met. For example, allocating a key coordination support worker who comes from a specific, culturally appropriate organisation. The main contractor will be responsible for designing and implementing a structure that supports this way of working.

Main Contractor Management Responsibilities

- 5.6 The main contractor will deliver the following functions of the service:
- Responsibility for the coordination of referrals, waiting list and assessment processes
 - Promoting the service to partners and residents
 - Coordinating and managing the service, including the delivery timetable and allocation of resources, in collaboration with delivery partners
 - Ensuring that there is equity, consistency and quality of access across the service
 - Monitoring and analysis of performance of the service and its different components, including assessing how well it is meeting the needs of its target population and monitoring the performance of different subcontractors and interventions.
 - Assessing funding allocations in line with the flexible funding model (more information in section 15)
 - Ensuring all performance targets and related performance standards are consistently achieved and accurately reported to commissioners.
 - Providing management and delivery support for the subcontractor organisations, including highlighting good practice/successes and performance management where necessary
 - Ensuring that there are suitable management and supervision mechanisms in place, so that all individual service staff are well supported
 - Responsibility for staff wellbeing and ensuring a positive and collaborative working environment between all provider organisations

- Overall responsibility for managing and maintaining partnership relationships, including developing collaborative working arrangements with key external partners (subcontractors may also support this work on day to day level)
- Ensuring innovation and continuous learning and development of the service
- Carrying out administrative duties including financial management and the payment of subcontractor providers.
- Facilitating the involvement of all subcontractors in the decision making and ongoing development of the service.
- Coordinating and delivering a comprehensive training and development offer for all staff
- Managing any incidents, complaints or safeguarding issues
- Coordinating and supporting peer support and volunteering opportunities
- Ensuring that the service supports and promotes wider community and voluntary sector services.
- Work with the commissioner to identify and bid for additional external funds that would support the service to expand its offer and to test new and innovative ideas.
- Any other responsibilities reasonably required for the administration and management of the service

5.7 The main contractor may deliver no more than 35% (by value) of the service. This must include all management functions detailed above and any direct delivery. If the main contractor is not undertaking any direct delivery it is expected that this value will be considerably less. Any variation to the proportion of the overall budget allocated to any provider must be agreed in line with the flexible funding conditions.

5.8 There must be transparent mechanisms to ensure that all staff and organisations carrying out direct delivery are treated fairly, no matter which organisation they come from. This must include, as a minimum:

- Ensuring a fair and transparent process for allocating service users to interventions and delivery providers
- Managing delivery providers
- Assessing performance of delivery providers, staff and interventions
- Ensuring that all direct delivery providers have a voice and can influence the design of the service and its interventions

Delivery Providers

5.9 A range of specialist providers will be subcontracted to deliver elements of the service, supporting service users with complex needs who have been accepted to the service. The identification and appointment of subcontractor delivery providers is the responsibility of the Main Contractor.

5.10 All direct delivery providers will have experience in delivering evidence based, high quality interventions that support mental health and wellbeing and will contribute to service users' recovery. These may include psychotherapeutic interventions, as well as non-clinical interventions.

- 5.11 The number and mix of providers should be informed by their ability to meet the aims of this service in supporting the City and Hackney population with complex mental health needs and reducing health inequalities. The number of subcontractors should be no less than five, though more may allow greater representation of the target population. Consideration should be given to:
- The types of interventions that each subcontractor can offer. Overall the mix of providers should allow the service to offer a good range of interventions in order to meet service users needs through both specific mental health support, wellbeing interventions, as well as wider holistic support.
 - How well providers can support and facilitate access for residents from underrepresented, target groups, so as to ensure the service is inclusive and to reduce inequalities. For example, this could include a provider that is already embedded in a specific community, staff with lived experience and/or provision of interventions that appeal to the target population groups.
 - Any specialist knowledge, skills and experience that the provider may be able to offer.
 - Ensuring that the offer does not duplicate services already available locally.
- 5.12 The funding awarded and scope of the services to be delivered by subcontractors may vary. For example, subcontractors may have responsibility for delivering a range of interventions, support and coordination, but could also be engaged to deliver a specific intervention type or small project. The latter may be appropriate if there is a specific intervention that the main delivery providers are not as suited to providing, as a means to support high quality smaller projects/organisations or to test new innovative ideas.

6. Interventions

- 6.1 Service users accepted into the core service will be able to access interventions directly delivered by the service providers, in addition to 1:1 coordination and care planning. Key workers will discuss and agree with service users which interventions they will access and this should be detailed in their care plan. Interventions delivered as part of the core service should not duplicate interventions available from other external local services and instead, service users should be supported to access these external services as part of their care plans.
- 6.2 The exact mix of core service interventions may vary over the duration of the contract based on continuous learning and improvement within the service. However, the range of interventions should always balance effectiveness, demand and value for money, including how effective they are at addressing health inequalities. All changes must be confirmed with the Authorised Officer.
- 6.3 The providers must manage demand for the core service by:
- Prioritising service users based on need
 - Ensuring referral pathways are effective and efficient
 - Ensuring the offer and criteria of the service are made clear in promotion.
- 6.4 All interventions delivered as part of the core service should be designed to support service users with recovery and move on from the service. The number of sessions

within a course of interventions will therefore need to be limited, with the specific number being based on the intervention type, as well as need.

- 6.5 Interventions in the core service should not duplicate other activities or interventions that are already available locally. Key workers should support service users to access these and they should be included as part of their support plan. Where appropriate, the service should work with the organisations delivering these external interventions to ensure they are, or help them to become, suitable for and supportive of people with complex mental health needs.
- 6.6 As described in more detail in 6.38, in addition to the core service, the service should also support a number of 'open access' interventions outside. Unlike core service interventions, these may be more general wellbeing activities, with less emphasis on recovery and more on prevention and maintaining good mental health. As a result, unlike with core service interventions, it may be appropriate for service users to attend these indefinitely.
- 6.7 In general, interventions should be open to all core service users who would benefit from them and inclusivity should be encouraged. It is understood that targeting certain interventions at specific communities may be important to reduce barriers to access for some residents, an important aim of the service. However, unnecessarily restricting access to interventions to be for specific service user groups only should be avoided where possible, provided this will not act as a significant deterrent to the target community,
- 6.8 For 1:1 support (both key worker and therapeutic), any declared service user preference should be met wherever possible and appropriate (e.g. for a certain cultural background, gender, or LGBTQI+ status), especially if this is likely to facilitate or improve access to the service, retention or recovery. However, all staff should have a good awareness of some of the main cultural issues that may impact mental health relating to the communities of the residents that they are working with and the service's management should provide appropriate information and training on this as required.

Core Service Interventions

- 6.9 While there is flexibility in what may be delivered, the service should ensure that all of the following categories of intervention are covered in the service offer.

Key worker coordination and support

- 6.10 All core service users will be assigned a key worker, who they will meet with regularly. Key workers will work with service users to identify the most appropriate care and interventions for their circumstances and together will create a care plan. This should include appropriate interventions delivered outside of this service.
- 6.11 Key workers should use the relationship they develop with the clients to support discussions concerning what recovery means for each individual, identifying personal goals and measures of progress. A key worker's role is also one that models for the client how to manage new challenges and celebrates clients successes.
- 6.12 Responsibilities of the key workers will include:

- Working with service users to develop and agree care plans and goals and monitor their progress against these.
- Ensuring that service users are aware of the full range of interventions within the service and supporting them to select those that are most appropriate for them.
- Ensuring that they are aware of external interventions available that may also be included in care plans
- Supporting service users to identify volunteering opportunities within or outside of the service.
- Supporting the service user with advice and guidance around mental health, daily living and other relevant factors.
- Checking in regularly with service users to ensure that they are successfully adhering to their support plan and identify/help to resolve any issues they may encounter or facilitating changes where needed.
- Working and communicating with key workers counterparts in other relevant services to ensure service users' care plans are joined up and that the service user experiences the best overall support.
- Being a point of contact should the service user have any urgent queries or concerns
- Ensuring that service users know how to access crisis support if they need to, both during and after their time with the service.

6.13 Exactly how often service users meet with their key workers may to some extent be based on individual need and circumstances but as a minimum this should be:

- At the start and end of their time in the service
- Before and after any course of interventions
- Shortly after a service user begins an intervention to ensure it is appropriate, that they are able to fully benefit from it and to identify/prevent issues occurring that may lead to drop out.
- At least monthly

Where a service user is being supported in partnership with another service where they also have a key worker (for example domestic violence or substance misuse services), it may be appropriate for the partner service to carry out some of the key worker sessions on behalf of both services (and vice versa). provided that all aspects of their care, relating to both services are covered and the total amount of support they receive is as stated above.

6.14 For all service users who are unemployed or are in insecure or unsatisfactory employment, key workers should also encourage and support them to find work or resolve employment related issues. This should include supporting them to identify and access resources or interventions to help them develop their skills, knowledge or experience in relation to their desired employment field and to address any barriers they may be experiencing. This should be done in partnership with employment support services where possible.

6.15 Similarly, all service users should be supported with, or supported to access external practical support around managing finance and debt.

1:1 Talking therapies and IAPT interventions

- 6.16 Where it is deemed important for recovery, offering 1:1 therapies may be considered as part of support plans for service users.
- 6.17 In the first instance, when considering talking therapies, the service should assess whether the interventions offered by IAPT could be suitable. Service users who *only* require IAPT should have been referred on at assessment. However, some service users who require the more holistic approach of the service, might also benefit from IAPT talking therapies as part of their wider support package, in which case the service should support service users to access this as part of their care plan.
- 6.18 When first entering the service, some service users who might potentially benefit from IAPT, might not be at a point in their recovery where it is appropriate for them to access it. In these cases, accessing talking therapies through IAPT should be included later in support plans and the service should support these service users to access IAPT when they are ready to do so. Where appropriate, the service should help to prepare service users for IAPT. Reasons for not being 'ready' for IAPT therapies include:
- Complexities in the service user's life, such as those relating to employment, housing difficulties, financial problems, relationship distress, or substance misuse for example, which need to be addressed first before IAPT talking therapies will be beneficial.
 - Service users may be reluctant initially to access 'therapy', perhaps due to concerns around stigma or viewing it as not being for them, but would actually benefit from it.
- 6.19 The service should liaise closely with IAPT services around the appropriateness and timing for service users attending talking therapies. Wherever possible and appropriate, the need for 1:1 therapy should be met by IAPT.
- 6.20 All core service users accessing 1:1 therapy provided by IAPT as part of their care plan, would still be able to access other holistic support offered by the service. However, service users should not attend more than one type of psychotherapy concurrently and therefore should not receive any such intervention, including group psychotherapy, from the service at the same time as they are attending IAPT.
- 6.21 If a service user requires 1:1 therapies but those offered by IAPT are not suitable (or will not be following stabilisation), then the service may consider offering an alternative type of psychotherapy intervention internally. The specific interventions offered should be based on individual assessments of service user needs by a specialist practitioner. However, the volume at which alternative 1:1 therapies can be offered within the service and the needs of individual service users should be balanced against the impact of providing these resource intensive interventions on the rest of the service and other service users. The offer of these interventions will need to be closely monitored and adjusted accordingly by the service to ensure that the objective of the service to maximise benefit is being met.
- 6.22 Therapeutic 1:1 interventions should be time limited and usually between four and twelve sessions, based on individually assessed need. Any decision to extend the

period of treatment should be for no longer than a further six sessions, authorised by a clinical supervisor and reported to the Authorised Officer.

Therapeutic groups

- 6.23 The service should also offer therapeutic and psychoeducational groups that are specifically focused on addressing mental health and wellbeing of service users. They should support service users to better understand their own behaviours, including identifying inaccurate or distorted thinking patterns, emotional responses and behaviours, as well as to acquire knowledge, tools and techniques to address any issues identified and to look after their own mental health.

Participation in therapeutic groups should be limited to a set number of sessions in a defined module or course. It is expected that these would always be carried out by suitably qualified staff.

Activities

- 6.24 The service should offer a range of non-clinical activities that support service users' wellbeing and recovery. These activities should be consistent with the principles of Five Ways To Wellbeing (or 5 to Thrive) and actively support the service user to improve their long-term wellbeing.

1. Connect with other people
2. Be physically active
3. Learn new skills
4. Give to others
5. Pay attention to the present moment (mindfulness)

- 6.25 The selection of activities will be determined by the providers. The focus of these may be on the activity and they do not necessarily need to be explicitly about mental health from the participants' perspective. However, all activities should still contribute towards supporting service users to achieve recovery and independence from the service.

- 6.26 Similarly, staff delivering these courses do not need to be mental health specialists but should be suitably qualified, both for the course they are delivering, and for working with potentially vulnerable people with significant mental health needs.

- 6.27 Participation in all core offer activities should be time limited.

Training

- 6.28 Training, either as part of a step towards employment, or for personal development and wellbeing, should also be encouraged for all service users. Key workers should help to identify appropriate opportunities within the service or outside of it (for example, courses with the Recovery College or with Hackney Learning), as well as any additional steps, support or guidance that may help them to access these.

- 6.29 A new course can be a significant undertaking and key workers should communicate regularly with service users starting a new course and support them to address any issues they face to increase the chances that they successfully complete it.

Volunteering

- 6.30 All service users should be strongly encouraged to participate in volunteering, either with the service, for example supporting the open access activities, or with other voluntary and community organisations. The service should support them to identify opportunities that are of interest and help them to access these, including identifying or providing any training requirements.
- 6.31 The service should ensure that all volunteers receive suitable supervision and any relevant training to allow them to fulfil their roles safely. The service may also wish to consider offering additional benefits to volunteers after they leave the service. As a minimum this should include being able to attend open access opportunities and potentially also other activities in the service if they are not fully subscribed.

Educational sessions

- 6.32 The service offer may include some learning/training sessions on specific topics. These could be one off events or a series of lessons, practical or informative. They may be about a mental health related topic or something else that is relevant or of interest to service users. However, these sessions should not duplicate the offer of the other services, such as Recovery College or Hackney Learning. Where courses are offered externally, services users should be supported to attend these as part of their care plans and the service should help to facilitate this access where possible.

Digitally delivered interventions

- 6.33 The service should use digital technology to enhance the variety, reach and quality of its offer. This should include:
- Offering some remote options for most categories of interventions (e.g. 1:1s, groups, activities etc.). In doing this the service should consider the advantages and drawbacks of both options, for example the benefits of in-person interactions compared to the convenience of digital, and may wish to vary the offer to service users on a case by case basis, depending on their needs. It is expected that the service will be delivered primarily in person, utilising digital options where this is beneficial to service users' recovery and taking into account service user preferences.
 - Offering some specific interventions that are suited to digital delivery. This could include webinars, interactive online or app based programmes or virtual group chat options. These may be more suited to the open access interventions rather than those of the core service.

IAPT Preparation Only

- 6.34 Some residents may be unsuitable for IAPT for reasons such as those described in paragraph 6.18 but will not meet the prioritisation threshold (see section 10 for more information) for the core service either. While these service users would not be eligible for the full service offer, where possible they should be offered tailored support to help with stabilisation, including practical support and engagement in activity programmes for example, with the aim of supporting them to a point where they would then be suitable for IAPT support.

- 6.35 This is a new and untested intervention and at the time of writing, data is not available to indicate how many potential service users this would apply to or how much resource would be required. This should therefore begin as a relatively small pilot intervention.
- 6.36 The service must work closely with the IAPT service on the delivery of this intervention.
- 6.37 Service users accessing the service for IAPT preparation only should also be able to attend the open access opportunities described below.

Open Access Opportunities

- 6.38 As previously noted, the majority of the service budget should be allocated to directly delivered, time-limited, recovery focused interventions for the core service, such as those described above. These will be for residents with high and complex needs and should be focused on recovery and supporting service users used to be able to live healthily, independently from the service. However, these interventions should be complemented by a range of lower level prevention and wellbeing focused 'open access' activities, which can be accessed by a wider cohort of residents and need not be time limited and a relatively small amount of service resources should be used to support these, a post for example.
- 6.39 As a minimum, most open access interventions should be available to all core service users (including those on the waiting list), service users from partner services (see section 18), previous service users and residents who applied but were not prioritised for/accepted into the core service. Some may be available to all residents. Open access activities may also be targeted at, or restricted to, specific population groups if and where this is appropriate.
- 6.40 The service's role regarding open access activities will be a supporting and coordinating one. The service should select and collate a menu of open access activities that will be shared with the minimum list described above. This should include a range of activities covering all of the categories listed below.
- A few carefully selected London or national resources, such as the Good Thinking apps.
 - Interventions or activities provided by external services that support good mental health and wellbeing and are openly available, for example the Recovery College, the council's adult and family learning service, the Service User Network (SUN) and free local running and walking groups or events such as Park Run.
 - Interventions or activities provided directly by the service. These should be low cost and/or interventions that would be provided as part of the core service anyway but can easily be opened up to more people, for example educational webinars.
 - Interventions that are primarily led and delivered by volunteers and/or are self-sustaining but may be supported by the service. The requirements for the service, in relation to this type of open access intervention, are described in more detail below.

- 6.41 The service will facilitate service users (including former service users) to develop and run wellbeing related activities. These activities should be mostly self-sustaining with no or minimal ongoing financial resource requirements. The service providers will not directly run these interventions but will use its experience and contacts to provide advice and support around the design, development, monitoring, coordination, risk assessment and promotion of activities. The service should offer appropriate training and have a small budget to cover limited one off and/or minor costs, e.g., equipment, insurance etc.
- 6.42 Service users may wish to partner with existing voluntary or community organisations for the delivery of these activities. Opportunities to partner with services and local businesses unrelated to mental health could also be considered.
- 6.43 [The Five Steps to Wellbeing](#) (or Five to Thrive) should be the basis for open access activities, with each activity providing opportunities for at least one of: connecting to others, being physically active, learning, giving and being mindful, with a particular emphasis on connecting and addressing social isolation.
- 6.44 For illustrative purposes, some examples of possible volunteer-led open access activities are listed below.
- Walking (or running/cycling etc.) groups
Regular attendees or those with relevant experience could be encouraged to become walk leaders, volunteers could support with any administrative duties and required training could be funded by the network)
 - Gardening club
This could link with organisations such as the council that have access to suitable plots that could be used. Some basic tools etc. could initially be funded by service.
 - Peer support or social networks e.g. whatsapp groups
These could be moderated by trained volunteers within the groups
 - Craft/sewing groups
Some initial equipment and materials could be funded by the service and the group could potentially sell some of what it makes to ensure it is self-sustaining
 - Coffee/lunch groups
Could potentially be combined with walking groups or drop in spaces. Participants could bring their own lunch or coffee and bring it to an arranged meeting point. .
- 6.45 The overall care for those residents who only attend the open access opportunities will not be coordinated or managed by the service and residents would not be required to be part of the core service to access them. If residents have been referred in by another service to open access interventions coordinated by the service, that service would retain overall responsibility for managing their care.
- 6.46 Given the lasting or self-sustaining nature of these activities, it is expected that the number and variety of supported open access activities will increase over the duration of the contract.

- 6.47 All organisations should be made aware of/agree to their inclusion on the menu. No organisation will be paid in return for being included.
- 6.48 The service is responsible for coordinating the menu of open access activities, keeping it up to date and designing how this will be presented and communicated to residents and professionals in a clear and helpful format. It is also important that service ensures and maintains a high level of quality and relevance for interventions, listed so that its value is not lost; the list should not include all possible activities but those that are most relevant.
- 6.49 The service should coordinate with Better Conversations to ensure that there is coordination and not duplication between the two, as well as any other relevant partners where there is any crossover.

Drop In/Safe Spaces

- 6.50 The service should offer some safe or drop in spaces for residents. This could also be considered as an open access opportunity. These places would be for residents to physically go when they have the need for them, for example:
- To have somewhere to go
 - To avoid isolation
 - To get out of cramped or unsuitable accommodation for a time
 - To go to when they are worried about their own risk to themselves
 - To support others
- 6.51 Drop-in spaces would not be expected to always be available but each space should be available on a regular basis (e.g. the same afternoon or an evening each week) so that they can be promoted and residents know when they are available. The service should ideally utilise existing spaces, for example in buildings of local providers, or potentially appropriate public or partner spaces.
- 6.52 Any entry restrictions for spaces would need to be considered on a case by case basis. Being openly accessible and inclusive are both encouraged but it is accepted that some spaces may not be suitable for certain residents e.g. those at risk of crisis.
- 6.53 Trained volunteers should be present at each space. They would not be expected to deliver any specific interventions but should be able to offer basic advice and signposting if required. Specialist staff should be onsite should they be urgently required.
- 6.54 Drop-in spaces should also provide a mechanism for identifying and referring in residents who are suitable for the core service and they may facilitate access for those who are reluctant to access formal services.

7. Delivery Volume

- 7.1 The core service will support a minimum of 1,800 adults living in Hackney and the City of London. This will include service users who primarily are supported through the core service, as well as those who are jointly supported with partner services, for

example with domestic violence or employment services. Service users only accessing open access activities, IAPT preparation only and service users primarily supported by partner services but accessing specific interventions from the core service should all be counted and reported separately.

- 7.2 The service must work to prevent dropouts, as a minimum by:
- Supporting participants to overcome any barriers to attendance
 - Ensuring participants are registered to attend suitable interventions
 - Use historic information on dropout rates to account for this in intervention starting numbers
 - If appropriate, run two courses/activities concurrently and merge them later if dropouts occur
 - Monitor if high dropout rates are associated with any particular interventions or factors, investigate this and make changes accordingly, in line with the continuous learning and improvement approach of the service.

8. Accessibility - Location, Digital Delivery And Opening Times

- 8.1 The service will minimise practical barriers to access for service users by ensuring that it is delivered in convenient locations and suitable times, utilising digital technology where this is safe and appropriate.

Location

- 8.2 The service should be delivered from a variety of accessible community based venues in Hackney and the City of London. There should be a wide geographical spread that includes venues in or close to the City of London. Colocation with other established services outside of the network (e.g. food banks, libraries, Job Centre Plus etc.) is also strongly encouraged.
- 8.3 Delivery locations should include consideration of the neighbourhoods model in the City and Hackney, with services provided in or near all neighbourhoods. However, the service is not expected to provide the same offer in each neighbourhood, as this would negatively impact its ability to provide tailored and specialist services.
- 8.4 Staff at all locations must be appropriately managed and supported and the service must ensure a consistent service identity is maintained across all locations.
- 8.5 The following should be considered when selecting locations:
- Ease of getting to the venue (e.g. transport links, walking distance etc.)
 - Physical design and decor and the impact of this, (including for physically disabled people, neurodivergent people, people with anxiety etc.)
 - How they can facilitate engagement with target communities
 - Suitability for delivering 1:1 and/or group activities as required
 - Staff and service user safety and security

- An appropriate, welcoming, reception and waiting area space
- Toilet facilities for staff and visitors
- Office space and staff lunch facilities
- Health and safety for the premises
- Any possible impact on local residents and businesses
- Whether any refurbishment is required
- Whether there is a suitable space to allow the venue to be used as a safe space (see 6.50)

Home Visits

- 8.6 The service is not expected to routinely carry out home visits but may adopt a pragmatic approach if it is deemed by the service to be important for the service user's recovery and where doing so is feasible and in accordance with organisational risk management procedures.

Digital Delivery

- 8.7 It is expected that a large proportion of the core service will be delivered in person, due to the wellbeing related benefits this offers. However, this should be complemented by a digital offer which could include:
- Some groups, activities and 1:1 sessions offered online instead of in person.
 - Specific digital interventions offered as part of the range of interventions provided by the service.
 - Digital resources that service users can access in their own time independently.
- 8.8 The service should determine the balance of in person and digital interventions based on:
- What leads to the best outcomes for service users, including considering the benefits to service users of in person services
 - Service user requirements (this may relate to their specific mental health needs or practical issues, such as fitting appointments in around other commitments/not having digital access)
 - Value for money and whether digital provision can allow the service to increase capacity and therefore improve its overall outcomes
 - The types of intervention
- 8.9 The service will also have a business continuity plan for how it will move entirely to digital delivery should this be necessary (for example due to a new serious coronavirus wave).
- 8.10 The service should also consider using technology to enhance the running of the service, for example to support appointment scheduling and reminders, recording

information and sharing it with partners and helping service users to stay on track with their care plans. More innovative uses are also encouraged.

- 8.11 The service must ensure that there is no significant disadvantage to people who are digitally excluded and will ensure the service is designed to also accommodate their needs.

Opening Times

- 8.12 The service should set its opening times based on service users' need but also take into account staff availability and wellbeing. As a minimum the provider must ensure the service:

- Operates 52 weeks per year, excluding bank/public holidays
- Delivers 1:1 and group interventions on at least three evenings, early mornings or weekends per week

- 8.13 The days and times above apply to in person and digital options, as well as for a range of venues, with a good geographical spread and types of intervention offered. Having only a few small/specific components of the service available offered on the weekend or evening would not be adequate.

9. Ensuring The Service Is Accessible For All Population Groups

- 9.1 Through consultation and analysis of local data, a range of population groups have been identified as having higher needs in relation to mental health and/or existing support services are not as well suited to their needs. These groups may be identified by demographic characteristics, by their circumstances or their experiences. Where service users intersect a number of these groups, their mental health risk multiplies. Nevertheless, somebody may be a member of multiple groups but have good mental health and wellbeing, so it is also important that the service does not act or promote itself in a way that could stigmatise any specific groups.

- 9.2 The service must be designed to:

- Be inclusive to all population groups in the City and Hackney, especially those listed below, ensuring the service is designed so as not to create any access barriers to these groups, including practical, social and psychological barriers
- Ensure the interventions offered are attractive to and tailored for these groups.
- Consider the increased risk/need that may be associated with any of these factors and build this into the prioritisation process for access to the service.

- 9.3 Below is a list of groups the service must consider in its design, identified through consultation. The list of groups listed is very unlikely to be exhaustive and the service should work to reduce barriers for all service users.

- Refugees
- Migrant communities

- People for whom English is not their first language
- Residents who are living in the 10% most deprived neighbourhoods nationally
- Homeless people
- Families, especially those experiencing poverty and lacking the necessary resources to obtain them
- People providing at least one hour's unpaid care and support each week to a friend, neighbour or relative because of illness or old age
- People with a learning disability
- Neurodivergent residents
- Physically disabled people or those with a long-term limiting illness
- Older adults, especially those who are socially isolated
- Residents who are digitally excluded
- LGBTQI+
- Young People
- Ethnic minority communities. African and Caribbean communities, Turkish and Kurdish, Irish, South Asian, other Middle Eastern, Eastern European and Latin American communities have been highlighted as gaps, although there are likely also others. It is also acknowledged that often there will be many different communities within these and their needs and the barriers they face will vary with this.
- The Charedi Jewish population
- People experiencing domestic violence
- People with experience of trauma

9.4 Measures that the service must consider to increase access for these groups include:

- Flexibility in the times and locations the service is delivered
- How the service is promoted, including what channels are used, how people from target populations are reached and the languages of any materials used
- Employing staff who speak languages other than English and/or who are representative of the local diverse population
- Ensuring that services are accessible for those with and without access to digital technology.
- How any unintended costs of the accessing service can be avoided (e.g. travel/having to attend in working hours).
- Designing interventions to specifically appeal to or better support certain needs, e.g. a group for victims of domestic violence or an activity that appeals to a certain community. Including family based interventions in the service offer should also be considered.
- Adjusting interventions to accommodate service users needs or preferences, for example, where possible, appropriate and not detrimental to the performance of interventions, allowing parents to attend with babies or young children should be considered, especially where alternative childcare is not available.

10. Eligibility Criteria

Eligibility and Prioritisation

- 10.1 The core service will be provided to service users who meet the following eligibility criteria.
- They must be 18 or over. (Young people aged 17 could be added to a waiting list in advance of their 18th birthday if appropriate, in order to reduce problems or delays when transitioning from young people's services.)
 - They must be a resident in the City or Hackney, registered with a City or Hackney GP or be a City or Hackney care leaver up to the age of 25.
 - They must have complex mental health needs. This does not need to be a clinically diagnosable mental health condition.*
- 10.2 Within these criteria the service will prioritise residents to receive the service based on their mental health needs. The service will be required to propose a method for this prioritisation, to be agreed by the commissioner. Mental health needs should be assessed first and foremost based on the following.
- The severity and complexity of potential service users' mental health needs.
 - Their being ineligible for, unsuitable for, or unable to access any other local mental health support services. If service users would prefer to access the service but also have the option of other services, such as IAPT, they should not be prioritised over somebody with equivalent need who cannot. Details of IAPT eligibility are available [here](#).
- 10.3 Complex mental health needs refers to challenging life circumstances that are closely interrelated with and exacerbate mental health problems. These can be environmental, social, biological and psychological factors. When these complexities are significant they can make addressing mental health problems more challenging to address in isolation. These could include a wide range of factors including having housing difficulties, debt, isolation, experience of domestic violence, learning disabilities or neurodivergence, physical health conditions or disabilities, experience of discrimination (e.g. due to being from an LGBTQI+, migrant or ethnic minority community) or being digitally excluded.
- 10.4 The prioritisation process should be monitored by the main contractor and a review of any proposed changes included in the annual report, for discussion with the commissioner.
- 10.5 *If for any reason all referrals meeting the eligibility criteria have been accepted and the service has capacity remaining (assuming adequate promotion of the service), referrals for more moderate mental health needs may be considered and should be prioritised according to need based on the criteria outlined above. If this occurs, the main contractor should make the commissioner aware.

Exclusion Criteria

- 10.6 Overall this service should focus on inclusivity and therefore strict exclusion criteria are not desirable. However, the service will not be able to adequately meet the

needs of all individuals and some will be better supported elsewhere. Where the service can partially meet a person's needs, partnership support arrangements should be implemented wherever possible. Some examples where exclusion from the core service may be considered are described below.

- Residents whose needs are already or can be fully met by another service would not be eligible or prioritised for this service respectively, as this would indicate that their need would be comparatively low. Where residents' needs can only be partially met by another service, they may be considered for the service, provided that there is no duplication in provision. In these instances support should be coordinated by both services in partnership. Where the majority of a service users' needs are met by another service, but they require a certain intervention(s) within the Integrated Mental Health Network service, access to these specific interventions may be agreed under a partnership agreement (see section 18)
- Individuals who require immediate specialist intervention should be treated in secondary care, for example due to acute psychotic and related disorders (including schizophrenia and bipolar disorder) and those who are at high risk of harming themselves or others, to the point that they cannot be safely managed within the service. The service will support these individuals to access the appropriate specialist care for their needs and can support these individuals before and after these specialist interventions where this is deemed suitable and helpful for their recovery. The service should work in partnership with secondary care providers to agree coordinated support.
- Individuals should not be excluded from the service due to drug and alcohol misuse but where this is the primary problem specialist intervention from Hackney Recovery Service should be sought. In all these cases, the service should work in partnership with Hackney Recovery Service to agree the best approach to supporting these individuals. This may involve a direct referral to Hackney recovery service or it may be preferable to provide support in partnership. (Further information on supporting dual diagnosis service users is available:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/625809/Co-occurring_mental_health_and_alcohol_drug_use_conditions.pdf)
- Individuals with a primary diagnosis of dementia should be supported to access services through the dementia pathway. If staff from either service believe that an individual would benefit from additional mental health support through the service, then this should be discussed and agreed on a case by case basis by both services. However, it is not anticipated that this would apply to many, if any service users.
- For individuals with learning disabilities and/or neurodivergence, those who have higher needs or are more severely/profoundly disabled, are likely to require specialist services and the service should support them to access these. However, the majority of people with learning disabilities and/or neurodivergence have lower level needs and are not known to specialist services or don't need them, so should not be excluded. They will often benefit from having some adjustments made to mainstream services in order to help them access these. The service should proactively consider what

adjustments may help improve accessibility for these individuals. Further information on what this may involve can be found in the following guides.

- Reasonably adjusted mental health services for people with learning disabilities and people with autism: A guide for provider services: https://www.ndti.org.uk/assets/files/Summary_for_provider_trusts.pdf
- NHS England: Reasonable adjustments: <https://www.england.nhs.uk/learning-disabilities/improving-health/reasonable-adjustments/> (includes a nice film)

- 10.7 Should a service user refuse a referral to, or partnership support with, another service, the service may use its expertise and discretion to determine whether support by the service alone will still be helpful to the individual's recovery, and if not they may be excluded. However, efforts should be made to find a better solution to exclusion wherever possible.
- 10.8 These exclusion criteria should be monitored by the main contractor and any feedback or proposed changes included in the annual report, for discussion with the commissioner.

11. Referrals

Referral Process

- 11.1 The service should have a principal point of contact, which it is expected that the majority of referrals from residents and partners into the core service will come to. However, individuals should also be able to be referred into the service via the service's subcontractor providers.
- 11.2 The service's main contractor will be responsible for coordinating the referral, signposting, and waiting list processes. As part of this they are responsible for ensuring that all referrals are assessed equitably and consistently. Processes for referrals should be as smooth and simple as possible, including utilising the local single referral form that is being developed, to ensure a positive experience for service users and efficiency savings for the service.
- 11.3 The service will accept self-referrals, as well as referrals from other local services including:
- Talk Changes (IAPT)
 - GPs
 - East London NHS Foundation Trust and other mental health trusts
 - Other local NHS services
 - Mental health accommodation services
 - Local community and voluntary sector organisations
 - Job Centre Plus
 - Local authority run and commissioned services
- 11.4 All referring organisations should ensure that referrals meet the eligibility criteria and have a good chance of being accepted based on the prioritisation process. The

service should work with partners to support them to make appropriate referrals, including providing feedback if inappropriate referrals are made.

- 11.5 Trusted referral processes should be set up and the standardised local referral form (currently being developed) used where possible, to improve resident experience and improve efficiency. The service should encourage partners to make direct referrals wherever possible to reduce risk of drop, and facilitate partnership working.
- 11.6 The service will provide a tailored response to all referrals as outlined below.
- **Accepted referrals:** Notification of their acceptance to the service, including estimated waiting time, information on what they can expect from the service and details of resources they can access while waiting. If the service recommends a joint support plan with another partner, (e.g. substance misuse), the service should also consider informing them of this at this point too.
 - **Another service is more appropriate:** Notification that either they have been referred on for support from another service if consent for this was provided, or if not, with details of a more suitable service that they can refer themselves to. Information on the alternative service and why the onward referral has been made should be included where possible. They should be informed of approximate waiting times and details of resources they can access while waiting. If they did not initially consent to their details being shared with other services, it may be appropriate to offer a direct referral to the specific recommended service, especially if self-referral is not possible.
 - **They do not qualify other local services:** Notification that they have not been accepted to the service, with details of information, resources, activities and support available to them, ideally highlighting options that are likely to be most relevant for them. This could include online and app based resources (e.g. Good Thinking), helplines, relevant community and voluntary groups, local activities and other local services, such as libraries for example, as well as open access activities
- 11.7 Template responses may be used but care must be taken to ensure that responses are relevant and helpful to individuals and their personal needs and circumstances. Should the number of rejected referrals make this difficult, this should be addressed by working with referrals, as well as reviewing publicly available information to reduce the number of inappropriate referrals.
- 11.8 Where referrals have been made by other local services, the referrer should be copied into responses. Where consent is provided, GPs should also be notified that service users are receiving support from the service,
- 11.9 Referrals will be addressed as quickly as possible but within the following timescales as a minimum.

Activity	Timescale
Referral screened and acknowledged.	Within 2 working days of receipt of the referral

Eligibility assessment carried out if required	Within 5 working days of receipt of the referral
Notification of acceptance or not into the service.	Within 3 working days of the eligibility assessment if applicable, otherwise from the time of referral

- 11.10 It is expected that an eligibility assessment will be required in the vast majority of cases. Exceptions to this may be where the resident meets the exclusion criteria or if it is very clear from the referral information they will not meet the prioritisation criteria. The eligibility assessment may differ from the full assessment of needs.
- 11.11 If possible, any supporting documentation such as Care Act eligibility, occupational therapy assessments, relevant Care Programme Approach (CPA) records (Mental Health Act status, risk assessment, statement of need) should be provided by the referrer or provided by the service user (if a self-referral) if available, and included as part of the referral process.

Waiting Lists

- 11.12 Where a service user has been assessed and accepted into the core service but there is insufficient capacity within the service, they should be placed on a waiting list. This should be confirmed in writing to the service user and referring organisations where applicable), including an estimated wait time.
- 11.13 The main contractor will ensure that the waiting list is carefully managed and that people on the waiting list are prioritised by need, are supported with any urgent issues and are contacted regularly by the service to ensure that the person feels supported and that their risk or priority has not substantially increased. Waiting times and capacity should be closely monitored so that estimated waiting times provided are reasonably accurate. However, if on occasion this is not possible and the wait time significantly changes while a person is on the list, they should be provided with an updated timetable.
- 11.14 The provider should work to avoid a long waiting list if possible but if this becomes unavoidable based on the eligibility and prioritisation criteria, the provider should discuss this with the commissioner.
- 11.15 Residents on the waiting list should be provided with information about what resources they can access in the meantime and what to do if they need urgent support (e.g. in a crisis).

12. Assessment And Support Planning

- 12.16 The service must develop a process for assessment, support planning and review for all service users accessing the core service. This should include signing off support plans, monitoring reviews and discharge plans.
- 12.17 The service will carry out a comprehensive assessment for all service users on entry to the service, subject to the informed, written consent of the service user. It may be

appropriate to do this in two stages, beginning with the eligibility assessment and completed following acceptance to the service. The latter should build on and not duplicate any information gathered at the eligibility assessment to avoid the service user needing to repeat themselves and also does not need to all take place in a single session.

12.18 There should be a standardised, service user centred and consistent approach to assessment for all service users. This must capture the minimum level of information required to inform support planning and must be reflective of service users' ambitions and preferences for their personalised recovery journey. The assessment should include or refer to the following information:

- Service user details
- Service user goals and aspirations, whether directly related to their recovery or not
- Service user expectations and views (e.g. agreement with the referral, the time limited nature of the support and future aspirations)
- Service user's economic and financial circumstances (e.g. employment status, welfare benefits, accommodation needs)
- Service user's social circumstances (e.g. caring responsibilities, quality of interpersonal relationships, living conditions, relationship problems, domestic or sexual abuse, social isolation, any hobbies or protective factors)
- Personal support needs (such as personal care, hygiene, healthy eating, exercise, recreation, childcare)
- Relevant service user experiences (e.g. of trauma or discrimination)
- Any possible mental health conditions or issues - frequency, duration and severity (including self-harm, frequency of inpatient admissions, details of relapse symptoms)
- Drug and alcohol misuse
- Physical health issues (such as mobility, long-term health conditions, sensory impairment, obesity and smoking status)
- Any learning disabilities or acquired cognitive impairments (if necessary consult with a relevant specialist when developing treatment plans and strategies)
- Specific cultural, language or communications needs
- Offending history (i.e. violence, arson, MAPPA) if applicable
- Safeguarding adults (i.e. vulnerability to exploitation by others, risk posed to other adults) if applicable.
- Safeguarding children (i.e. risk posed to children)
- Identify any other services which the individual is receiving or would benefit from
- Identify whether an individual is eligible for or is receiving a personal budget or a direct payment.
- A risk assessment and any resulting actions identified (including always asking directly about suicidal ideation and intent for anyone with a common mental health disorder as a minimum)

12.19 This process shall be inclusive and sensitive to the stigmatising nature of mental health problems and diagnosis. Assessments will explore service user goals and should be both aspirational and outcome focussed.

12.20 Assessment must lead to the development of a structured and personalised support plan. The service will support service users to create their own support plan and select appropriate interventions, in collaboration with a named key worker and other professionals involved in the service user's care where this is relevant and appropriate. Key workers must evidence the service user's support needs and how they are to be met through the plan, and this will be subject to scrutiny by service managers. The support plans should be outcomes focused and written so that progress against these plans can be monitored.

12.21 Support plans should:

- Be created in collaboration with the service user.
- Identify what interventions the service user will access. These may include any of the interventions offered by the core service, open access activities, and interventions offered by partner services, in order to provide holistic support. [Find Support Services](#) may be a useful tool to help identify alternative support available.
- Identify objectives adhering to SMART (specific, measurable, achievable, realistic and time-bound) principles.
- Focus on recovery, with move on from the service promoted with service users from the early stages of engagement.
- Support service users to improve their mental health, including addressing related factors, such as substance misuse, employment, housing and isolation.
- Consider the cultural and ethnic background of the service user as well as their gender and sexuality and any impact this may have on their support needs.
- Identify information sharing requirements.
- Be clear what the responsibilities are of the service user and of the service
- Be agreed and signed by both the service user and key worker, with a copy of the support plan offered to the service user on every occasion it is updated or on request.
- Include details of all other partner services that are identified and involved in the support plan.
- Identify move on and support options following service exit.
- Include information on what to do in the event of service user crisis

12.22 Support plans shall be reviewed and updated as a minimum after no more than six contacts, on completion of a course of interventions and following a change in service user circumstances. Reviews should focus on the service user's progress and whether the support plan is meeting their needs, if changes are required and how whether move on from the service is, or will soon be relevant.

12.23 All service users must have their clinical outcomes assessed using appropriate and standardised. Key outcomes should be measured at appropriate points so that an

end point is available even if service users finish treatment early. The service will aim for pre to post treatment outcome data in over 90% of their service users.

- 12.24 As much as possible assessments should be carried out so as not to feel like an assessment but a support intervention and staff carrying out assessments should be provided with training to support them to do this well. In designing and carrying out assessments, the service will need to ensure that the importance of information gathering is considered alongside the impact of the assessment on service users, including the need to prevent risk of them being retraumatised or from accessing the service. To some extent this will need to be judged on a case by case basis and in some instances it may be appropriate to gather less urgent information and follow up appointments.
- 12.25 All assessments and support planning should be carried out by appropriately trained staff, working under the supervision of appropriately trained and experienced clinicians. The service should monitor the quality and effectiveness of these processes and ensure that they are continuously adapted and improved as appropriate. The service must record all contacts with service users throughout the duration of their engagement including structured and unstructured contact.

13. Exit Strategy And Move On From The Service

- 13.1 The commissioner recognises that support is not necessarily a case of moving along the pathway from first point to last. Different people will be at different points and may move forwards or backwards as their circumstances change. Each service user's time in the service should be based on their individual need and circumstances. However, access to the core service should not continue longer than required, so as not to prevent new service users from accessing the service.
- 13.2 Move on could be when the service user no longer requires the service's support due to improved mental wellbeing, acquisition of tools and techniques to support their own mental health or a change in circumstances, for example secure employment or improved social networks and activities. It may also include moving on to a different service in certain circumstances.
- 13.3 The maximum target period for time spent in the service is two years. However, the full two years should only be utilised if necessary and it is expected that many service users will require substantially less time than this. The reduction and withdrawal of support should be clearly communicated from the beginning and discussed as part of the support planning process and reviewed on an ongoing basis in conjunction with the service user and, where relevant, with professionals working in other services who are also involved with supporting the service user. Should the service believe there is a compelling case for a service user to remain in the core service longer than two years, this shall be agreed by the leadership team and notification of this included in the quarterly monitoring submission.
- 13.4 Where appropriate service users should also be supported to access opportunities in their community, such as volunteering and peer support, which could include supporting some of the open access activities. This may be a good option for service users who are ready to but do not want to leave the service, and may help to smooth the exit process. The open access opportunities should remain available to the

service users after they have left the main service indefinitely. The service should help service users to access other services, such as the Service User Network (SUN) and provide them with details of what to do in the event of relapse or crisis.

14. Promotion Of The Service

- 14.1 The provider will publicise and promote its activities, both to potentially eligible residents, and with other relevant local support services, across both the City and Hackney with approval from the contract manager and in line with Hackney Council's and the City of London Corporation's communication guidelines.
- 14.2 The service will devise a communications plan, covering as a minimum the mobilisation and first year of delivery, including:
- How it will target residents with high and complex mental health needs and reach population groups underrepresented in mental health services.
 - How it will work with other local partners to ensure good knowledge of the service and what it does, to support them to make appropriate referrals and to help manage service user expectations
 - How it will communicate and target the offer (to partners and residents) in a way that generates appropriate referrals, including limiting referrals from those who would not be accepted following the prioritisation process, but does not create accessibility barriers to those who are.
 - How it will manage potential service user expectations around what the service provides and what it can and cannot offer.
 - What communication channels will be used, with consideration given to residents who are digitally excluded.
- 14.3 This plan should be closely monitored and revised as required and should take account of different partners, processes and needs in the City of London.
- 14.4 The service should produce appropriate publicity materials and text in order to promote the service through a range of means, including:
- Existing partner communication channels
 - Directly to partners services - e.g. through conversations with their staff.
 - The provider's organisational website
 - The Hackney Council and City of London websites and the CCG directory of services/newsletter.
- 14.5 Promotional materials should outline the service and include contact and referral details, with consideration given to the needs of diverse communities and particular groups who are under-represented in mental health services. All materials must be current, relevant and easy to understand by all and be tested with current, past or potential service users.
- 14.6 The provider should also consider what the most appropriate name of the service should be. Feedback indicates that the current 'Wellbeing Network' name may be misleading given the increased focus on complexity of the service, with the current name suggesting a service that addresses low level wellbeing needs. Any change in

name should be agreed in partnership with service users, approved by the contract manager and communicated to all relevant partners, service users and residents.

15. Funding Allocations

Provider Allocations

- 15.1 As part of its management role, the main contractor will be responsible for agreeing and managing the funding allocations for all of the different providers that are delivering the different interventions within the service. These values should be initially agreed with subcontractors prior to submitting a bid. Changes to these allocated values within the overall funding pot may be varied annually by up to 10% each year, for the duration of the contract, in line with the flexible funding model described below. The variation should not exceed 10% unless:
- a) A subcontractor provider voluntarily chooses to accept a greater reduction in their own funding allocation (e.g. due to reduced capacity to deliver)
 - b) There is insufficient demand for some or all the interventions delivered by a subcontractor provider, so that has become an ineffective use of resources to deliver at the specified volume, and the provider is not able to offer any suitable alternative options.
 - c) There is an ongoing performance issue that means the provider organisation is unable to meet its objectives or contribute sufficiently to the overall aims and objectives of the service, despite support from the main contractor and a sufficient opportunity to improve performance.
 - d) For single destination interventions or pilot projects, where this is agreed in advance with the subcontractor provider and the commissioner
 - e) A subcontractor provider leaves the service
 - f) In other exceptional circumstances, agreed by the commissioner
- 15.2 In the event of an organisation leaving the network, the main contractor should assess any gap in need that this creates and, in the first instance, should seek to use the newly released funding to meet this if relevant. If there are other, more pressing needs that have been identified, these could also be considered, especially if the departure was related to insufficient need or demand for that provider's particular offer. This gap created may relate to an intervention type and/or the population group it served. Any impact on the local sector should also be considered; for example if a small local voluntary sector organisation were to leave, ideally the funding would be reallocated to a similar type of organisation.
- 15.3 All proposed changes to funding allocations for subcontractor providers within the service, including those relating to flexible funding allocations, should be presented by the main contractor to, and approved by, the commissioner. Any proposal should be accompanied by evidence to support the changes and all of the service providers should be given the opportunity to be involved in the discussion and assessment of need.
- 15.4 Funding for each delivery provider should be determined based on what resources or interventions they provide.

Flexible Funding Allocations

- 15.5 In order for the service to be responsive to the changing needs of the local population and the successes of and demands for different interventions, the service should review needs, demands and performance in relation to all aspects of the service, on an annual basis as a minimum. The service should put in place measures and utilise technology to reduce the resource implications of doing this. The service should engage with the commissioner and other local stakeholders when considering any emerging or unmet local needs.
- 15.6 Each year up to 10% of the budget for all direct delivery provision of the service will be subject to review and possible reallocation. Reallocated funding may be used to introduce new interventions targeting an identified need that is not already sufficiently met by the service. Alternatively, it may be used to add funding to an existing intervention type within the service that is in very high demand and/or performing particularly well. Additional interventions may be provided by existing providers, or by new ones, depending on what is required and appropriate to meet the need.
- 15.7 Overall, this will mean that some interventions, and their respective providers, will retain the same funding each year, some will have an increase and some a decrease. It is theoretically possible that comparatively lower uptake and/or poorer performance could lead an intervention/provider to have a budget reduction every single year of the contract. However, the opposite may be true of high need/top performing interventions/ providers.
- 15.8 Any pilot projects funded may be an exception to the flexible funding model, as it is unlikely to be appropriate in these circumstances. The continuation of the funding should be dependent primarily on the success of the pilot. Similarly, if a specific single destination intervention was funded from an organisation that was not one of the main subcontractor providers, reducing the budget may not be appropriate, as it may be the case the intervention either runs or it doesn't. Where flexible funding will not be applied, this should be agreed with and made clear to the provider of these interventions. Continuation or not of these interventions should still be primarily based on performance, need and demand.
- 15.9 This flexible funding model is not primarily intended as a performance management initiative, although it is acknowledged this may become an unintended product of it. It is primarily intended as a way of ensuring a flexible, responsive and continuously improving service. It is the responsibility of the main contractor to ensure that this process is managed effectively and openly, minimising any negative impacts within the service. All providers are encouraged to recognise the benefits this model has overall for service users and for best meeting the needs of the local population in a changeable environment.
- 15.10 While it is important that flexible funding allocations are applied to all areas of direct delivery, including any provided by the main contractor, should this lead to a reduction in budget such that the main contractor's position is no longer financially viable, this may also be taken into account when proposing and agreeing any changes.

Subcontractor Payments

- 15.11 The main contractor will be responsible for paying all other subcontractor providers for their contribution to the service. They should agree with subcontractor providers the methods of payment, a timetable for these and how complaints regarding late or non-payment will be dealt with. This should also be approved by the commissioner. The timetable should not cause avoidable financial pressures for smaller providers.

16. Risk Management

- 16.1 The service shall assess the support needs of each service user based on written and verbal information which shall include both the static and dynamic risk factors. This process shall inform the frequency and intensity of planned interventions and shall contribute to the content of the service user's support plan.
- 16.2 Risk (including of suicide risk of harm to self or others) should be assessed at initial contact and each contact thereafter. High risk service users (i.e. high suicidal risk, serious self injurious behaviour, psychotic symptoms) identified through clinical judgement and/or objective risk outcome tools should be urgently referred to the appropriate specialist services. The referring agent should be informed without delay. The service should keep open the service user's case, so that should they need step down care, they can return to the service as straightforwardly as possible and without additional delay.
- 16.3 The provider shall undertake a risk assessment based on information from the referrer (if not self-referral), as well as contact with and observation of the service user. This shall consider the risk of harm and take into consideration other contributory factors. Risk assessment forms should be aligned as appropriate with those used by Hackney and the City's Adult Social Care Teams.

17. Service User Involvement And Consultation

- 17.1 Service users should be well informed about the service and their care so that they can communicate their needs and views and make informed choices. They should be fully involved in the development and ongoing review of their support plans.
- 17.2 Service users should be consulted about the service and interventions provided and offered opportunities to be involved in their running and design. The service should regularly gather feedback from and consult with service users about the quality and effectiveness of the services. This should include standard questions developed in collaboration with service users.
- 17.3 All service users should be supported and encouraged to participate in peer support and voluntary roles within the service, alongside or following their core interventions. Services users should also be supported to cocreate or develop their own peer led activities, for example as part of the open access offer.

18. Partnership Working

- 18.1 In order to ensure that all service users receive the best holistic support, the service will often need to collaborate with other relevant local services to provide coordinated care and support. Where other specialist services are better able to meet certain aspects of a service user's care, the service should avoid creating duplication and should engage the other service and, with the consent of service users, work with them to agree and deliver a joined up support plan.
- 18.2 Partnerships should be much more than other organisations that the service refers to or receives referrals from and the service should work with each partner to agree how they will effectively work together, for example:
- The service should seek to set up trusted referral processes with all appropriate partners, in order to avoid service users needing to unnecessarily repeat themselves, to simplify and speed up the referral process and to reduce dropout.
 - Where referrals are received from another service the service should acknowledge these, including the outcome (e.g. if offered a place in the service/any onward referral etc.). If referrals are made into another service and a receipt of this is not received, the service should follow up wherever possible to check the outcome and ensure that the service user did not drop out of the system.
 - Staff training and awareness sessions delivered by other services about what they do should be encouraged and similarly training and awareness sessions should be delivered to other services as appropriate. It is important that all services understand what each other provides, in order to ensure referrals are appropriate, to manage expectations and so staff know when joined up care may be appropriate.
 - Wherever possible and appropriate, and with consent, the service should support service users in partnership with other services and agree joint care plans, to ensure their care is well coordinated and any risks are monitored. The service should work with partners to agree how this will be managed effectively. It may be that less frequent appointments with each individual service because each is helping to support the plan of the other (overall the total number of appointments should be at least the same, if not higher). In certain circumstances, where the vast majority of the service user's care (including key worker or holistic support) is provided by another partner, it may be appropriate for service users to only access specific interventions within the service - e.g. therapeutic interventions. This should only occur when the service can be assured that other aspects of the service user's care are adequately being provided and their care should still be jointly coordinated. The service user must also still meet the threshold for the service through the prioritisation process.
 - Service users from partner service should be able to access the open access interventions. Partners may also wish to include interventions they offer on the list of open access interventions.
 - The service should use technology to facilitate information sharing with partners, such as Health Information Exchange and the Patient Knows Best system.

- Where applicable, services should consider whether they have any physical spaces or other resources that they can share to increase overall efficiency, patient experience and to support smaller organisations. For example, the service may deliver interventions from partner locations, and the service's providers could allow relevant partners to use spaces in their buildings, e.g. a VCS project that requires a venue for a few hours a week.
- 18.3 The service should actively seek to identify and create any suitable partnership opportunities (in addition to those described below).
- 18.4 In order to facilitate partnership working, staff contacts for partners should be identified within the service. Furthermore one member of staff should have overall responsibility for partnership working and this role will include:
- Being a single point of contact for partners where a more specific contact is unknown or if any communication issues arise
 - Ensuring that a specific contact for each partner is identified
 - Ensuring that existing partnership relationships are maintained, including regularly sharing staff contact details and information, such as how and when to refer to the service, to ensure this is not lost over time.
 - Exploring ways to further improve and integrate existing partnerships
 - Proactively seeking out new partnerships
 - Coordinating training for partners on the service as required and arranging for partners to provide training on their respective offers to the team
- 18.5 Each external partner should be allocated a specific staff partnership contact within the service (this could also be the lead partnership manager). Each staff partnership contact could be the contact for multiple partners or just one. These partnership contacts should:
- Be the main point of contact for their allocated partner(s)
 - Ensure that individual support/key workers from the service are connected with the corresponding worker from the partner's service, in order to be able to provide joined up care
 - Ensure all contact details are kept up to date
 - Meet regularly with the partner(s) to discuss the partnership, how it is working and identify and opportunities for improvement
 - Support the overall partnerships manager with the duties described above
- 18.6 Some of the key partnership relationships that the service will be required to maintain are listed below, along with ways of working that have been agreed with these services prior to the writing of this specification and are in addition to those listed above. However the relationships, details and practicalities will need to be made and agreed with each partner during mobilisation. The service is also encouraged to go beyond the ways of working listed and should also seek to engage additional partners.

IAPT

- Work with IAPT to ensure that the IMHN service does not accept clients that would be eligible and more suitable for IAPT services but that they are supported to access IAPT instead. .

- Support service users to access 1:1 talking therapies with IAPT as part of their wider care plan where this is appropriate and when they are suitable and ready to do so. A trusted referral process should allow them to do this in a similar way to if they were accessing any of the core interventions within the service.
- Where residents are eligible for IAPT but not at a point where they are ready or suitable for talking therapies, and also not eligible for the core service, the service will help to 'ready' them for IAPT services. (See 6.34 for more information).

East London Foundation Trust (ELFT) - including neighbourhood Primary Care Networks (PCNs)

- Work with the PCPCS service, who have some overlap in clients, to define when clients would be best suited to which service and how this will be managed between the two, as well as clearly promoted to partners
- Refer clients with complex needs to the Neighbourhood MDT meetings and attend these as appropriate
- Work with the PCNs to understand what the need in terms of interventions and support for residents with complex needs
- Explore further opportunities for integration with the ELFT and the PCNs as they develop, especially around opportunities for joined up care delivery.
- Agree a process for step down support from crisis and secondary care services where this is appropriate, including a process with ELFT for supporting relapse.
- Support service users to access the SUN Network, during their time in the service and/or as part of step down care
- Support service users to access the Recovery College. This could be as an intervention as part of wider support plans, a volunteering opportunity or as part of move on from the service.
- Explore whether joint recruitment for psychology posts could be used across the two services

GPs

- Service staff should liaise with service users' GPs to ensure that care provided is coordinated with their physical health care, as well as any medication provided, agreeing shared care plans where appropriate.
- Where possible and where consent is given Patient Knows Best should be used as a tool to facilitate this, although should not replace direct communication where this is required.
- Proactively and regularly engage GPs around how and when to refer and what service's offer is.

Hackney Recovery Service (HRS)

- If individuals refuse joint support (or a referral) from HRS then the service should consider other options, including in reach and advice and support from HRS staff for key workers in the service, to help them to provide the best support.
- Secondment opportunities for staff should be encouraged.

Community navigation system

- The service will work with community navigation partners to integrate the service and the community navigation system in City & Hackney,
- Work together with community navigation partners to define which service is most appropriate for residents in which situation. The trusted referral process will also help to create a no wrong door experience where this does not occur.
- Key community navigation services the provider will be expected to develop links with include Social Prescribing, Health & Wellbeing Coaches, Wellbeing Practitioners, Engage Hackney, WellFamily+ and the ELFT Community Connectors.
- A service representative should participate in community navigation forums including the Community Navigation Network and the Community Navigation System Design Group.
- Some residents not eligible for the service may be eligible for community navigation services and they should be supported to access them. Similarly there should be a smooth process for ensuring residents supported by community navigation services that are suitable can access the network .
- Explore how best to manage the list of open access activities and ensure community navigation services can support clients to access opportunities suitable for them.

Local authority physical activity offer

- At the time of writing this was being developed. However, there will likely be opportunities for some physical activity activities to be listed in the open access activities and service users (as well as those from other partner services) should be encouraged to access these as part of their plan.
- Similarly the physical activity services may be a valuable route of identifying residents who may benefit from the Integrated Mental Health Network and supporting them to access it.

Hackney Opportunities

- Staff from both services to discuss and jointly support any relevant aspects of service users' needs
- The courses could be included in the list of open access wellbeing activities offered using the platform/structure of the network and could be accessed by service users as part of their support plan (as well as by partners' service users).

- The two services could use their joint expertise to identify potential unmet needs and development opportunities to inform the design of new courses.

Children's services

(including health visiting, maternity services, children's centres, special educational needs, super youth hubs)

- Services should work together to agree how best to support service users who are eligible for more than one service, to avoid duplication and ensure the best experience for residents. Where parents would be eligible and prioritised for the service but are already receiving key worker or holistic support elsewhere, it may be appropriate for them to only access specific interventions within the IMHN service, which they cannot get from their primary service - e.g. therapeutic groups and not necessarily the full range of interventions/key worker support.
- The service should work with perinatal services to understand how the service fits in the [perinatal pathway](#) and agree pathways between the services.
- The service should work with children and young people's services to ensure a smooth transition between services where this is applicable.

Voluntary and community sector

The service should also work with VCS (Voluntary and community sector) partners who are not members of the network. What this will involve will vary for each partner but could include:

- Making training available to VCS partner services where capacity allows, e.g. where there are spare spaces on planned training
- Make the open access aspects available to VCS partners' clients, depending on capacity and suitability
- Work with Hackney VCS to ensure any opportunities, such as those around funding, development and partnership working are shared with organisations who may be interested.
- Support services users to access volunteering opportunities within the VCS organisations
- Promoting VCS organisations' activities where this is requested, e.g. through open access opportunities.
- Support small organisations/projects to identify spaces that they can use (e.g. for a few hours a week)
- Consider offering small amounts of seed funding and support to projects that could become self-sustaining.

Libraries

- Explore using libraries as a place to base open access activities from and/or run in partnership with.
- Work with libraries to develop an approach to jointly supporting service users

Community Champions

- The service should work with the Community Champions programme to ensure that both services complement each other. Member organisations should be encouraged to host community champions

Stop Smoking Services

- All service staff should receive smoking cessation and the service should support smoking cessation services with mental health training
- If IT systems allow, service staff should make direct referrals into stop smoking services, or if not a simple referral system should be put in place.

Young Hackney

- The service should explore opportunities to support young adults in partnership with Young Hackney Substance Misuse.

Domestic violence services

- For residents experiencing domestic violence, who are supported by local domestic violence services, it may be appropriate for them to get all/the majority or their support and coordination from these partners and only access the service for specific interventions, such as psychotherapy.

18.7 The Provider may be invited to participate in relevant partner forums and meetings and involvement is strongly encouraged.

19. Provider Workforce

Staffing Requirements

19.1 The provider must ensure that all staff (both employees and volunteers) are competent in their roles and are actively engaged in continuous professional learning and development procedures.

19.2 In relation to the service, the provider must:

- Ensure that all employees and volunteers (if appropriate) working for the service agree to be bound by the Terms and Conditions of the main contractor, which will outline specific competency and training requirements.
- Ensure all staff have the appropriate experience, knowledge, skills and training and are suitably qualified for their roles. Any specialist clinical staff must be competent, appropriately qualified and hold current registration (where applicable) to deliver the clinical interventions.
- Ensure that for all roles that require it, staff and volunteers are cleared by the Disclosure and Barring Service (DBS) at the appropriate level prior to employment. The provider must review the status of all employees at least every three years.
- Ensure that all staff are provided with any additional training required to effectively carry out their role, including thorough induction training.
- Ensure a sufficient level of staff at all times to provide a safe, effective and accessible service, with a mechanism to evidence this as part of quarterly

monitoring arrangements, including accounting for staff turnover, annual leave and sickness absence cover.

- f. Ensure all staff are well supported to carry out their roles, in their personal development and their wellbeing, including supervision and annual appraisals. Live observation and feedback should be provided for all front line staff at least twice a year.
- g. Ensure staff have pay scales that promote movement and recognition , access to staff benefits and clear career development pathways and opportunities

19.3 The staffing model of the service must include, at the very least, the following roles:

- Adequate number of practitioners to deliver interventions and support the service caseload size
- Specialist practitioner roles, as required, to fulfil the requirement for clinical 1:1 psychotherapy
- Service Manager(s) / Senior/Team Manager (s)
- Senior therapist or counsellor to support staff delivering psychotherapeutic interventions
- Administration staff, including for the management of data collection and analysis

Staff Training

19.4 In addition to the requirements set out in the terms and conditions of this contract, the provider shall ensure the following as a minimum. This should be delivered through a comprehensive induction programme during the first 6 weeks of employment, with additional and/or refresher training provided on a regular basis.

19.5 The service shall ensure that all of its staff receive training on mental health at a level appropriate for the types of activities that they are delivering. This will include as a minimum, but will not be limited to the following. Where staff have prior mental health qualifications and/or experience, this may be considered equivalent at the services' discretion, provided that they can demonstrate their up to date competencies in the areas listed:

- Recognition of various mental health conditions, behaviours and risk factors
- Prevention and managing relapse
- Motivating service users
- Working with challenging behaviour and attitudes
- Life skills development
- Behaviour change models and techniques
- Outcome focussed support planning and
- Risk assessment
- Cultural awareness
- Understanding trauma and trauma informed practices
- Suicide prevention

- 19.6 All staff should also be trained and be able to demonstrate good knowledge of:
- Substance misuse and its relation to mental health
 - Domestic abuse
 - Learning disabilities and neurodivergence
 - Smoking cessation advice - VBA level 1 or level 2 training depending on staff roles (the stop smoking service may also be able to deliver a hybrid, tailored version on request)
 - Tailored training
 - Making Every Contact Count
- 19.7 Staff directly delivering psychotherapy, whether through 1:1 or group sessions should be appropriately qualified: BACP, BABCP, or UKCP, or the British Psychoanalytic Council, OR be a Chartered psychologist (clinical or counselling, and a member of the BPS).

20. Information And Systems

ICT Systems

- 20.1 The service will have or procure ICT systems and hardware that fully support the running of the service including, but not limited to, sufficient broadband width to cope with the service demands, telephone systems to cope with the service demands and secure email services. The service should also consider mobile devices to support staff members working away from the main office location, such as tablets, that will support efficient case management recording and analysis of information.
- 20.2 The ICT system will be able to support the service with:
- Managing the referral and assessment processes
 - Tracking service users within the service (e.g. what interventions individuals are receiving, their attendance etc.)
 - Managing waiting lists
 - Tracking move on from the service
 - Analysing and presenting information required by the Council for monitoring purposes
 - Managing risk
- 20.3 In order to support partnership care, communication with service users and other professionals involved in their care, the service should also ensure they utilise the appropriate information systems that facilitate this. Therefore, where possible, the service should utilise the tools and systems that are used by, or compatible with, other local providers in order to provide a common language across systems (e.g. Patient Knows Best and the Health Information System).

Case Management

- 20.4 The service will adopt a single case management system that allows the service to collect the data and information required to assure safe and efficient support and fulfil contract monitoring arrangements. This should also take service user needs into

account, including length of paperwork, the impact of paperwork on therapeutic relationships with key workers and the impact of having to repeat your story. All service users will receive individual case management.

- 20.5 The service will adopt an electronic case management system with standardised documentation to cover the following as a minimum:
- Referral Source and any referrals made to other services by the service
 - Confidentiality and consent
 - Assessment
 - Support plan, including agreed interventions
 - Case review
 - Chosen recognised outcomes monitoring tool
 - Treatment Exit
- 20.6 All costs associated with the ICT and case management systems will be borne by the provider, via the contract price.

21. Information Governance

- 21.1 The provider must have a robust information governance framework in place on commencement of the service in respect of, but not limited to, the following points:
- Information Governance Policy
 - Compliance with the General Data Protection Regulation (GDPR)
 - Confidentiality and Consent
 - Code of Conduct
 - Business continuity arrangements in relation to events beyond the control of the provider, for example, IT failure
 - Regular case file auditing
 - Data Protection Act Registration
- 21.2 The provider must undertake a Privacy Impact Assessment in collaboration with the Contract Manager as part of the mobilisation of the contract and on an annual basis thereafter.
- 21.3 The provider must:
- a. Have organisational and technical security measures in place to protect personal data and ensure appropriate access is controlled.
 - b. Evidence a formal information governance protocol developed in conjunction with partners services if the services uses any external information recording systems.
 - c. Act as the Information Governance Lead and Data Processor of all special category data / personal service user information that the service is privy to support the delivery of effective treatment. Hackney Council is the data controller for information collected by this service regarding service users.

- d. Evidence accountability and responsibility for the appropriate assurance of information confidentiality issues in the processing and sharing of personal information related to service users.
- e. Ensure that all information shared with the contract manager and other services external to the service is shared via a method of secure transmission.
- f. Evidence that all information processing systems are informed and underpinned by formal Information Governance requirements.
- g. Evidence compliance with Hackney Councils' service level data schedule

22 Consent And Confidentiality

- 22.1 The service may only be delivered where the service user has provided written informed consent which is held on file and reviewed at quarterly intervals as a minimum. The service must ensure that there is a confidentiality and consent policy in place

23. Clinical And Quality Governance

- 23.1 In order to ensure the safety, quality and effectiveness of the service the service providers must have access to the appropriate clinical experience and expertise, including the development of robust clinical governance and quality assurance arrangements.
- 23.2 Appropriate accreditation, supervision, Continuous Professional Development (CPD), quality assurance and clinical governance arrangements must be in place, with agreed pathways and protocols with primary and secondary psychological treatment service, around the management of risk, access to expert advice, clinical supervision and consultation.
- 23.3 The Contract Manager may undertake quality assurance, audit processes on any part of the service provision at any time including via case files, support plans and live observation of service delivery.

24. Complaints/Compliments And Incidents

- 24.1 The provider will have a written complaints procedure that ensures responsive action towards client complaints and uses these as a positive feedback tool.
- 24.2 All providers will record and monitor all incidents, compliments and complaints. A summary of these should be included in the quarterly monitoring return, including any actions taken or learning where applicable.
- 24.3 The service will report any serious incidents and investigations to the contract manager within 48 hours of occurrence, and any service user death within 24 hours of notification. Other regulatory bodies, such as the CQC, must also be updated as

per the NHS Serious Incident Framework. Lessons learnt from each incident/investigation should be shared with the contract managers when possible.

25. Performance Management

- 25.1 The Council requires that the service is provided to the highest standards at all times. Throughout the duration of the contract, the service will be monitored against a variety of performance measures by the authorised officer. The main contractor will meet with the contract manager on a quarterly basis as a minimum to review the service's activity, data and outcomes.
- 25.2 The main contractor will forward a report on the performance of the contract to City and Hackney Public Health at least two weeks prior to the arranged contract review meeting, containing the following information as a minimum:
- **Summary statement:** A brief summary highlighting the key matters of interest from the relevant quarter, including achievements and progress, significant events, challenges and risks to service delivery and partnership working
 - **Performance data:** Details of performance against the key performance indicators, including values and a few lines to provide any relevant context
 - **Additional monitoring data:** Data and narrative outlining the service's activity for the measures
 - **Governance:** details of any quality assurance issues, safeguarding information, compliments and complaints.
 - **Partnership working:** Details of working arrangements with partners and plans to further develop this
 - **Workforce, training and development:** including vacancies.
 - **Horizon scanning:** Overview of priorities for the following quarter.
- 25.3 Quarterly monitoring submissions should be provided six weeks following each quarter. The meeting for the final quarter of each year will be an annual review.
- 25.4 The main contractor will be responsible for monitoring and performance across the whole of the service, ensuring that there is satisfactory performance and a drive for continuous improvement with all subcontractor providers.
- 25.5 Occasional planned or unplanned visits by the authorised officer may be made to the service base or point(s) of service delivery.
- 25.6 The main contractor should engage all subcontractor providers in the monitoring process and share information as appropriate to facilitate an open and constructive approach. All providers should have the opportunity to voice ideas and put forward suggestions regarding the service, or comment on decisions that will impact it. If subcontractor providers wish to be involved in some way in the quarterly monitoring meetings, including having the opportunity to meet with the commissioner directly, how best to do this should be discussed and agreed with the commissioner.

- 25.7 Where appropriate, service users should also be encouraged to engage in monitoring roles, such as carrying out service user surveys, satisfaction questionnaires or facilitating focus groups.
- 25.8 The contract monitoring arrangements will support an illustration of inputs, activities, outputs, outcomes and impact of the service as follows:

26. Service Outcomes

- 26.1 The Provider shall demonstrate that the Service is being delivered to the highest quality standards through measurement of performance against the requirements of the Contract and the Key Performance Indicators (KPIs) as set out on the following pages. The Key Performance Indicators (KPIs) will be reviewed on an annual basis collaboratively between the Provider(s) and the Contract Managers, in line with performance, target and local need.
- 26.2 Additionally the Provider will supply performance data through statistical monitoring of data/workbooks as supplied by the Provider. Detail of data required is set out at Schedule 1: Data Collection. This list must not be considered as exhaustive and Hackney Council reserves the right to make revisions at any time throughout the duration of the contractual term.

Schedule 1: Data Collection

1A: Service Key Performance Indicators

KPI No	Objective	Reason for Status / Rationale	KPI	Target	Reporting Frequency
1	A good number of residents supported through the service	To ensure support is available to residents who need it.	A. New core service user per year B. Total core service users per year	1,150 1,800	Quarterly
2	Service users experience a clinically relevant improvement in wellbeing	This is the purpose of the service	Percentage of service users demonstrating clinically relevant improvement using validated measurement tools over the course of their time in the service	60%	
3	Access to the service represents the local population, weighted towards groups identified as having the highest levels of need and/or who are underrepresented in mental health services locally	To support a reduction in health inequalities and ensure the service targets populations identified as having higher risk	Service users accepted into the service are representative of the percentage listed in the key service population groups targets table below	90% of population group target met	Quarterly
4	Achievement of partnership working and integration, demonstrated through service users' care being coordinated	It is vital that the service is very well integrated and working in partnership with other relevant local services that contribute towards service user recovery	A. At least one external partner is involved in service users' support/care plan B. The number of different external partner services that the service works with that	25% of service users 6	Quarterly

	with additional external partner services		are involved in the shared support/care plans		
5	Service users supported to access employment and development opportunities	Employment, learning and development are very important components of mental health that the service can directly influence	A. Reduction in the percentage of service users who are unemployed B. Percentage of service users in training or volunteering roles while accessing or after leaving the service for at least 6 months or for the duration of the course	50% 12%	Quarterly
6	Service users experience an improvement in physical health	Physical health is a very important component of mental health that the service can directly influence	A. Percentage of service users who report being smokers who are offered a referral to stop smoking services B. Percentage of service users who demonstrate alcohol dependence or who report using illegal drugs that are offered support coordinated with Hackney Recovery Service as part of their care plan C. Percentage of clients self-reporting an improvement in physical health between entry to the service and exit	90% 90% 90%	Quarterly
7	Service users experience a reduction in social isolation / increased social inclusion	social connectedness is a very important component of mental health that the service can directly influence	A. Improvement in self-reported social connectedness for service users B. For service users for whom social isolation was identified as a concern at	80% 75%	Quarterly

			entry, engagement in community or regular social activities/classes		
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Key service population groups targets:	
A. LGBTQI+	9%
B. Refugees	0.5%
C. People born outside of the UK	35%
D. English is not the first language	25%
E. Residents who are living in the 10% most deprived neighbourhoods nationally	15%
F. People providing at least one hour's unpaid care and support each week to a friend, neighbour or relative because of illness or old age	7%
G. Number of young Black men entering services per year: a. 18-24: 10 b. 25-30: 15	10 15
H. People with learning disabilities	2.4%
I. Autistic people	1%
J. Physically disabled people or those with a long-term limiting illness:	30%
K. Black African: 10%	10%
L. Black Caribbean: 6%	6%
M. Other Middle Eastern	2%
N. Eastern European	2%
O. South Asian	8%
P. Turkish or Kurdish	7%
Q. Orthodox Jewish	8%

1B: Additional Monitoring Data

This data should also be collected, monitored and submitted in advance of quarterly monitoring meetings. This is to support the ambition of continuous learning and improvement within the service. Using this data (as well as any other information the service may collect), the service should seek to adjust and develop its offering throughout the term of the contract.

Hours of delivery

- By intervention (potentially grouped)
- By intervention type (e.g. groups, 1:1, activities, open access, IPAT readying webinars etc)
- For 1:1 therapies, the number of sessions provided

Service user numbers

- Number of service users entering and exiting the core service by month
- Attendance numbers for the open access interventions
- Number of unique service users accessing the IAPT preparation only offer
- Number of unique service users accessing specific core service interventions only (but are primarily supported by a partner service)
- Number of unique service users who the core service is jointly supporting with a partner service
- Number of unique service users solely supported by the service (not partnership arrangements in place)
- Average time active in the core service (up to 6 months / 6-12 months / 12-18 months / 18 months - 2 years / 2 years +
- Attendance rates - by intervention type, including dropout rates.
- Number of different interventions that were accessed by service users throughout the course of their time in the service (to be measured on exit)

Additional wellbeing measures

- Number of service users making no or a negative improvement for wellbeing
- Measures of wellbeing collected by the service in addition to those listed in the KPIs or in this list.
- Changes in wellbeing by intervention type

Support plans

- Percentage of support plans identifying service user goals and outcomes
- Percentage of service users who feel that they are involved in deciding on their own support plan

Referrals

- Number of referrals received
- The proportion of referrals accepted
- Breakdown of referral source and where this is from partner organisations, whether this was via the trusted referral processes
- Time take to respond to referrals, both for those accepted and those that were not
- For referrals received from partner organisations, percentage that were acknowledged/informed whether this were accepted.
- For referrals not accepted, how many were:
 - Referred on to another service (directly)
 - Given details of other local services they can self-refer to
 - Provided with self-help info /national support available

Waiting list

- Number of people accepted for the service but on waiting list
- Average time on waiting list
- Longest time on waiting list

Internal management

- Staff turnover
- Number of vacant posts against the staff structure
- Staff satisfaction
- Satisfaction of subcontractor organisations with the main contractor
- Staff training delivered

Service user feedback

- Satisfaction with the service
- Constructive suggestions for improvements to the service

Demographic and vulnerabilities information

- Breakdown of information regarding: ethnicity / LGBTQI+ / disability / gender / age / religion / belief / main language / armed forces / deprivation (via postcode) / employment / homelessness / born outside of the UK / refugees / carer status / traveller status / Clity vs Hackney
- Experience of trauma, abuse, or PTSD / domestic abuse / common MH conditions / SMI / suicidal thoughts / prior suicide attempts / problems with housing and finance / relationship breakdown / stress / loneliness or feeling isolated / managing anger issues / grief/loss / disordered eating / discrimination [annual reporting]

Physical health

- Change in smoking status from service entry to exit
- Change in alcohol consumption from service entry to exit
- Change in status regarding use of illegal drugs from service entry to exit
- Change in self-reported activity levels from service entry to exit

Partnership working

- With reference to the specification, a brief summary of partnership work undertaken
- Number of partners training sessions delivered / received.
- A list of partners where arrangements have been formally agreed and a named contact in the service identified.

Open access

- A list of open access activities currently running, initiated by the service

- Numbers of core service users and other residents accessing these activities
- A list of partner delivered open access activities

Peer support and volunteering

- Percentage of service users participating in volunteering and/or peer support within the service / in external services
- Summary of activity undertaken to support volunteering / peer support

Spend

- Information on service spend against the budget [annual]

The main contractor is also encouraged to suggest and discuss with the commissioner any other data that might be relevant or useful for monitoring, if there might be more effective ways of measuring the same outcomes or highlight if any data collection is particularly onerous or challenging.

The main contractor should put in place an effective system to balance minimising the burden of data collection/processing for all providers and any negative impact on service users with ensuring sufficient, high quality and useful data is collected. It should be clear how data collected will be used. Use of technology to support this should be considered. How to usefully capture and use qualitative data should be considered. Should the monitoring requirements pose a challenge to the effective delivery of the service, the provider should raise this with the commissioner, including proposing an alternative.

Schedule 2: Payments

1. PRICE

- 1.1 The Service Price per year shall be a maximum of **£1,350,000**. This is inclusive of all service delivery related costs.
- 1.2 The service price is inclusive of any inflationary, London Living Wage or other increases for the duration of the contract. No additional uplifts will be applied.

2. INVOICING ARRANGEMENTS

- 2.1 Invoices shall be submitted to the London Borough of Hackney, quarterly in arrears in 4 equal instalments of **337,500**.
- 2.2 Invoices shall be sent on the first operational day of the quarter following the quarter due for payment, ie – on or the first working day after:

1st July
1st October
1st January

With the exception of the final quarter's payment (January to March) which should be sent no later than 15th March 2014.

- 2.3 Two copies of the invoice shall be sent – referencing the purchase order number - one by email to the Authorised Officer and one to the Payments Team as follows:

London Borough of Hackney Payments Team
PO Box 494
Northwich, CW9 9AZ
(for paper invoices).

Or hackneyinvoice@bscs.basware.com (for PDF invoices)

Failure to follow this procedure may delay payment to the Provider

Schedule 3: Safeguarding

The Alliance leadership Team will be responsible for ensuring that appropriate arrangements are in place across Network service providers and are monitored to ensure the safeguarding of vulnerable adults and children.

Safeguarding Adults

The Provider shall have a Protection of Vulnerable Adults/Safeguarding Policy in place that reflects the principles and procedures of City and Hackney and LB Hackney's *Protocol for Implementation of London Safeguarding Adults Policy and Procedure* and is consistent with *Protecting Adults at Risk: London Multi Agency Policy and Procedures to Safeguard Adults from Abuse* .

The Council's Safeguarding Vulnerable Adults procedures can be found at the following:
<http://www.hackney.gov.uk/safeguarding-vulnerable-adults.htm>

All organisations providing services within the MH network will be expected to sign up to this policy.

Safeguarding Children

The Provider will have a policy for safeguarding children and young people consistent with the *London Child Protection Procedures and Working Together to Safeguard Children: A Shared Responsibility*.

Information about the protection of young people and children can be found at:-
<http://www.hackney.gov.uk/childprotection.htm>

All organisations providing services within the MH network will be expected to sign up to this policy.

General

The Service Provider will identify a person(s) with lead responsibility for safeguarding.

The Provider will ensure that all staff and volunteers are able to attend training on Safeguarding and on the Mental Capacity Act 2005 attend relevant professional forums convened by the Council or other partners.

Safeguarding will be identified in the Service Provider's training needs analysis and training plan and the staff will receive refresher training every 3 years.

The Service Provider will have an up to date "whistleblowing" procedure, which is referenced to the London multi agency policy and procedure and covers arrangements for staff to express concerns, both within the organisation or to external agencies.

The Service Provider will ensure that there is a safeguarding supervision policy in place and that staff have access to appropriate supervision.

Schedule 4: Policies And Procedures

The main contractor must demonstrate that it has an adequate range of policies, protocols and strategies and that these have designated leads. These must be submitted to the council by the provider within the first three months of contract award. Where they are absent, the service provider must demonstrate that steps are being taken towards their development.

The service provider must ensure that all staff and service users are aware of all relevant policies and the impact of any policies on their working practices.

As a minimum the service provider must evidence the following policies. These may be combined in a single document or policy where appropriate.

- a. Safeguarding children
- b. Safeguarding adults
- c. Complaints
- d. Serious untoward incidents
- e. Service user engagement and involvement
- f. Information sharing
- g. Consent and confidentiality
- h. IT governance, including information collection and data storage
- i. Quality assurance
- j. Lone working
- k. Maximising access to underserved / socially excluded groups
- l. Dual diagnosis (substance misuse and mental health)
- m. Use of volunteers
- n. Service User Involvement
- o. Health and safety
- p. Equal opportunities and diversity
- q. Staff management, including recruitment, induction, alcohol and drug use in the workplace, management of absence, supervision policy (including access to external supervision), continuous professional development, disciplinary, grievance, capability and training
- r. Staff leave, including holiday, compassionate, sickness, maternity and paternity leave
- s. Whistle blowing
- t. Business continuity planning
- u. Referrals, prioritisation, assessments, appeals and exclusions, including how waiting lists will be managed
- v. Integrated service protocols setting out how the service will ensure that all activities are integrated, coordinated and delivered effectively as a single service.

Appendix 1i: Evidence Base

Hackney and City of London Local Context

The design of this service has been informed by local and national data, as well as an extensive consultation with local stakeholders

City And Hackney Population

While detailed information on the most recent census is not yet available, it has been confirmed that In Hackney, the population size in 2021 was 259,200, while the City of London had a population of 8,600. Hackney was the third most densely populated of London's 33 local authority areas and the City of London was the fourth.

Rates of poor mental health are high in Hackney, with the estimated prevalence of common mental disorders of residents aged 16 & over being 24.4% of the population, the highest rate in London and significantly higher than the national average. In the City of London the rate is lower at 13.4%, although there are communities with high mental health needs within the population.

Hackney is the 18th most deprived area in England, out of 151 local authorities Around 25% of children aged under 16 and 41% of adults aged 60+ live in low-income households in Hackney. This is likely to be one factor in the high mental health needs in the borough, as is well established that deprivation (a lack of money, resources and access to life opportunities) or being in a position of relative disadvantage (having significantly less resource than others) is associated with poorer health, including mental health. In contrast the City ranks 126th out of 151, with around 7% of children and 8% of over 60s living in low income households.

Hackney also has a relatively high proportion of social housing compared to London and national averages, as well as a higher percentage of residents claiming benefits (Universal Credit and Job Seekers Allowance). However, while the proportion of claimants has decreased in Hackney, London and England in the last year, it continues to increase in the City of London.

Hackney and the City are very diverse borough areas, with 30% of City residents and 42% of Hackney residents coming from non-White ethnic backgrounds. The largest group is Black African at 10% of the population and 5.7% are Black Caribbean. 37% of the population are White British and 19% are "other White." There are also well established Irish, Asian, Turkish and Kurdish and Orthodox Jewish communities, as well as newer communities of people from African countries and Eastern Europe. At least 89 different languages are spoken in the borough.

City and Hackney have a relatively large population of young adults, with almost a third of the population being aged 18-35. People aged over 55 make up 18% of the population.

Further information on the City and Hackney population is available at:
<https://hackneyjsna.org.uk/virtual-profiles/#>

Local Consultation:

Extensive stakeholder consultation has been undertaken regarding the re-commissioning of this service. This included:

- Two stakeholder workshops
- Stakeholder meetings, including
 - o the City and Hackney Mental Health Coordinating Committee
 - o City and Hackney Psychological Therapies and Wellbeing Alliance Meeting
 - o City and Hackney Joint Mental Health Meeting
 - o Hackney VCS Mental Health SIG meeting
 - o City of London DLT
- 1:1 discussions with stakeholders including but not limited to ELFT, the CCG, local voluntary sector organisations, current providers, related services
- Stakeholder survey
- Potential provider survey
- Interviews with potential providers
- LGBT and YBM focus groups
- VCS Assembly findings
- Mental health pathways mapping
- Nous service evaluation
- Routine monitoring information
- Routine service user feedback
- Service user survey
- Service user focus group
- Relevant external reports and data (national and local)

All information sources were collated and used to inform the design of the service specification and some of the main findings are listed below.

The findings included the confirmation of a number of key strengths by local stakeholders and the importance of maintaining these in the new service. Some of those most frequently raised were:

- the increased reach into the community that the service provides improving access for a number of local population groups,
- the provision of alternative mental health services and settings to those provided by the NHS
- and the provision of a service for people who do not meet the criteria or thresholds for other mental health services but have significant and complex mental health needs
- the importance of the service offering a variety of types of interventions and for the support to be holistic in nature, taking a whole person approach.

A range of challenges that the new service will face were also identified including:

- The notable increase over the last few years in the number and proportion of residents whose mental health needs are considered to be complex.

- The very high demand for mental health services locally and levels of mental ill health in the local population, which exceeds the resource available for support service provision
- The need for increased clarity and communication on what the offer of the service is and who it is for, both for potential service users and partners.
- The number of different communities and overlapping groups within the local area and how to ensure provision is fair and inclusive, without being spread too thinly.
- The need for more integration both between different organisations within the network and with other local mental health services and those delivering related interventions.

Other comments on the new service design included:

- The need for the service to be better able to flex to the changing needs of the population and gaps identified in service provision.
- An acknowledgement of the value of having a network of smaller providers, with different expertise in terms of both interventions and also different population groups but the desire for them to have more of a voice in the overall service.
- Both the value of the security of long term funding and the challenges associated with longer term commitments for smaller organisations were raised.

Impact Of Coronavirus

Evidence¹ also indicates that people already vulnerable to poor mental health are at increased risk of worsening mental health as a direct result of the Pandemic.

The impact of COVID-19 on mental health has not been the same for everyone. Public Health England's Beyond the Data report provides clear evidence that Londoners who were already experiencing poorer social, economic and health outcomes, have been disproportionately affected by the pandemic.

- Demand for specialist services and more complex cases, such as young people with eating disorders, and self-harm, has increased.
- COVID-19 itself has a direct impact on mental health both for survivors of the illness, and those bereaved by it.
- The economic impact of the pandemic has affected Londoners' mental health and wellbeing, and will continue to do so.
- More Londoners are vulnerable to suicide. Although the official statistics on suicide rates during the pandemic have yet to be released, there is a recognition that due to the extreme challenges posed by the pandemic more Londoners will be considered vulnerable to suicide, leading to an increased risk of suicides across the city.
- The mental health impacts from covid fall unequally across society. Some groups have been experiencing more critical mental health concerns, with the effects more likely to persist.

¹ [Thrive LDN: Towards Happier, Healthier Lives: Ideas and actions for how London can recover and thrive](#)

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CABINET PROCUREMENT & INSOURCING COMMITTEE

CONTRACT AWARD REPORT

Title of Report	External Advertising Contract Award Report
Key Decision No.	CED S154
CPIC Meeting Date	16th January 2023
Classification	Open with Exempt Appendix
Ward(s) Affected	All Wards
Cabinet Member	Clr Kennedy, Cabinet Member for Health, Adult Social Care, Voluntary Sector and Leisure
Key Decision	<p>Yes</p> <p>The concession contract will contribute to the Council's short and medium term savings through revenue generation and business rates collection. There are no costs to the Council.</p>
Group Director	Mark Carroll, Chief Executive
Contract value, <u>both</u> Inclusive of VAT and Exclusive of VAT (for the duration of the contract including extensions)	The final value of the contract is dependent on the number of sites which are allocated planning consent by Hackney planning authority and Transport for London. Please see section 6 for financial notes in project progress.
Contract duration (including extensions e.g. 2 yrs + 1 yr + 1 yr)	10 years with option to extend by a further 5 years

1. Cabinet Member's Introduction

- 1.1. The last time this Council let an Out of Home Advertising contract, in the 1990s, the world was a very different place. This new contract recognises that we live in a climate emergency and therefore reduces the number of sites, their energy consumption and their hours of operation, whilst adding social value, generating revenue and providing an important communications

platform for public health and emergency messaging.

- 1.2. The contract and the site specifications have been worked up in accordance with public realm and environmental policies and in conjunction with the Council's planning department and provides a measured approach to Hackney's external advertising estate for the next decade and beyond.

2. Group Director's Introduction

- 2.1. This contract represents an opportunity to generate significant income - around £6m over 10 years - for the Council, at a time of great financial challenge, as well as to provide a valuable channel for us to get vital public service messages to residents, and in particular those with limited access to other media.
- 2.2. This represents the culmination of 2 years of thorough work, testing the market, working closely with the planning and procurement teams, and Streetscene colleagues, consulting backbench councillors, partners, and accessibility groups, and working with potential suppliers. It achieves a substantial reduction in advertising sites both in terms of number and size, thus minimising on-street clutter, at the same time as increasing revenue and social value. The social value element of the contract will provide a funded apprenticeship, contributions to public toilets and tree planting across the borough, and advertising opportunities for local SMEs.
- 2.3. Whilst there have been some concerns raised by backbench councillors about the environmental impact of digital advertising and the accessibility impact of on street boards, the work that has gone into the procurement has minimised those impacts, and ensured that we have been able to procure a contract whose benefits far outweigh any adverse impacts.

3. Recommendations

- 3.1 **Cabinet Procurement and Insourcing Committee is recommended to agree that Supplier 2 is awarded the new digital only advertising contract.**

4. Related Decisions

- 4.1. In July 2022, CPIC agreed to go out to the market to procure a new external advertising concession contract. This was agreed further to internal assessment work carried out during 2021/22, which was agreed at July 2021 CPIC. See Appendix 1&2

5. Reason(s) For Decision / Options Appraisal

- 5.1. Hackney's external advertising concession contract ended in September 2021. The concession contract had been in place for over 20 years and was not fit for purpose. In 2021, CPIC agreed to allow internal assessment work to be carried out over a 18 month period. Due to the length of the previous contract, the objective of the assessment was to better understand the market for external advertising, factor in updated policies, planning regulations and the Council's public realm approaches. This was carried out in order to ensure any future contracts would be relevant and fit for purpose following a fair and robust procurement process. This, and previous reports provide improved information and advice on the benefits of external advertising spaces within the borough. Officers have followed collaborative and performance driven approaches with relevant internal and external stakeholders, whilst also completing a market test to determine the most relevant and best opportunities for future contracts.
- 5.2. Assessment work carried out during the extension period included a Pre Application Report, [Appendix 3] provided by Hackney Planning, which followed the Council's planning performance agreement (PPA) approach. Part of the overall assessment's objective was to use the above methodology to identify sites which potentially created obstruction points, street clutter and were not in keeping with the area's characteristics.
- 5.3. A second assessment was carried out by officers using the above planning considerations to ensure all sites indicated with a location move status in the pre application would be able to meet future planning criteria. As a result we have reduced the overall number of advertising units from 54 to 31, a 43% decrease, specifically identifying units with the most negative impact on pedestrian flow.
- 5.4. Furthermore the procurement specification was adjusted to take into account residents with disabilities after a face-to-face consultation with an affected resident and we have reduced the overall contract length from 25 years to 10 years, with an option to extend by 5 years.
- 5.5. Any new contract will take a digital only approach, which allows the Council to increase revenue income which can be used to invest in local services, bring in a significant social value resource and continue to provide public information to our residents and visitors in the out of home environment. The public value of these units have been demonstrated over a number of years. The units allow the Council to communicate strategic objectives such as service changes, consultations and important public health and safety information, while also keeping residents informed about events and our cultural offerings. A recent example of this is the Polio outbreak in London, where we have used QR codes on outdoor posters to redirect residents to relevant vaccination centres and information. To add to this, during the

pandemic localised lock down and vaccination messages were displayed, with the latter also using QR codes which were scanned multiple times. See appendix 5

- 5.6. Whilst the Council recognises digital units will mean more energy consumption is used, the procurement specification clearly highlights the importance of sustainability for the Council. Quality questions were also included to ensure bidders provided clear information around accreditations details and internal sustainability policies, processes and targets to meet future zero emissions objectives. All bidders included a number of clear sustainability internal mechanisms to reduce carbon emissions, plus accreditation on energy sourcing and distribution.
- 5.7. External advertising sites are leased by the Council through a concession contract agreement. The units installed on these sites are fully owned by the supplier and therefore the responsibility of the supplier and subject to annual business rates tax.
- 5.8. Financial considerations are very much dependent on suppliers achieving planning consent from Hackney for borough roads, and TFL for RED routes, which will only be applied for post contract award. For the purposes of this report, financial information is presented based on all 31 sites receiving planning consent. The winning bidder will pay a substantial social value fee as a one off payment at the start of the contract which will be used to create a social value grant pot, plus a significantly increased annual fee, along with business rates tax associated with each site. A capped 3% annual CPI has been included in the financial offer providing a multi million pound income flow into the Council over the 10 year contract period.
- 5.9. Social value has also been an important aspect of this procurement with 15 out of 50% allocated in the quality questions. The winning bid provides a substantial initial one off social value offer, plus the highest annual income to allow the Council to invest in local services either through contributing to the Council's budget strategy or a social value grants programme. This has the potential to provide access to annual funding for local business advertising; an apprenticeship position; part funding for additional public toilets; tree planting and vision impaired technology upgrades for visually impaired residents to mention a few.

6. Alternative Options (Considered and Rejected)

- 6.1. Alternative options included doing nothing, which has been rejected as carrying out this option implies losing a significant amount of potential income and reduces a strategic communications channel for the Council.

- 6.2. Insourcing is not an option for the Council to pursue due to the significant capital investment required to purchase the infrastructure. The market has specialist media buying organisations who have technological and purchasing power, which the Council cannot realistically compete with.

7. Project Progress

7.1. Developments since the Business Case approval.

In the previous CPIC report, we estimated three scenarios for income. Having received four competitive bids, the income has increased significantly, which demonstrates the value of sites within Hackney. There is also a one-off contract purchase, which will provide the basis for a significant internal social value grants programme. Sustainability credentials and accreditations provided by the winning bid demonstrate a considerable amount of commitment to meet zero emission targets over the length of the contract.

7.2. Whole Life Costing/Budgets

As set out in all previous reports, there are no investment or annual contract costs to the Council, which means all income generated can be used to invest in local services and support the Council's budget and savings strategy.

8. Savings

- 8.1. As part of the review of external advertising it was identified in early 2021 that the re procurement of this contract could deliver a saving to the Council in the form of additional income. Therefore as part of the budget setting for 2022/23 a savings proposal was approved for £50K arising from this procurement to be delivered from 2023/24. This procurement and the successful delivery of this contract will deliver the saving and has the potential to deliver more over the contract term.

9. Sustainability Issues and Opportunities, Social Value Benefits

- 9.1. **Procuring Green**: Work carried out by internal officers in the public realm and planning using a planning performance approach reduced the number of sites across the borough from 54 to 31, reducing the number of sites available to bidders. Changing the old infrastructure to new digital units reduces the need for a supplier to attend print based sites using a vehicle, which in turn reduces carbon emissions and congestion in the borough. The winning bid uses proprietary technology to reduce power consumption by up to 50% of existing units, which have a guaranteed operational life of 10 years minimum. Furthermore ambient environmental controls built into the units automatically adjust brightness control and temperature according to the environmental surroundings. Lastly all units will be switched off between the hours of midnight to 5am everyday to further reduce energy consumption and reduce

the impact on biodiversity.

- 9.2. **Procuring for a Better Society**: The primary economic benefit to the Council is income, which has significantly increased from the previous contract. The winning bidder will pay a substantial social value one off upfront cash offer to be used by the Council for social value projects to benefit our residents and businesses. The bidder also provided the highest annual income, which opens up a number of opportunities for the Council to contribute to a number of operational programmes, which help meet a variety of strategic objectives. The procurement was open and fair and received 38 suppliers of various organisation sizes who expressed, however only four ended up submitting a bid by the deadline.
- 9.3. **Procuring Fair Delivery**: While the Council has a number of different channels we use to communicate, research clearly shows that people are more likely to change their behaviour when they see the same messaging in different communications channels. Maintaining a network of out of home communications infrastructure is an important part of the Council's overall communications mix. Through our network of advertising sites the Council has delivered service change, cultural events and public and safety health information, such as the example set out in paragraph 5.5. We also recognise the negative impact of advertising which is part of this contract. We have therefore consulted with public health colleagues and fast food campaign groups to ensure we have a clear and robust advertising policy [appendix 4] which agrees to principles set out in the [Good foods for London Report](#).
- 9.4. **Equality Impact Assessment and Equality Issues**: The Council ran a soft market test to better understand the current market, and what suppliers were now able to provide as part of a new fit for purpose contract moving forward. Through our internal consultations and subsequent assessment work, we have always looked to reduce the number of sites, concentrating on those sites which no longer met our public realm approach or planning considerations. We also consulted with campaign groups regarding types of advertising, which led to the Council's first Advertising and Sponsorship policy. We have signed up to a London wide Healthier food advertising policy, and will work with Campaign groups to provide advertising space for behaviour change campaigns in future. Moreover we have done a tour of the A10 sites with blind residents to understand concerns this group of residents face when navigating our pavements. As a result we adapted our specification for the procurement, and will be looking at a number of new technologies which we will be able to offer people with visual disabilities as part of the ongoing contract.
- 9.5. **Social Value benefits**: All the suppliers were encouraged to provide significant social value in their bids either through finance, or other social value propositions. The winning bidder provides the Council a substantial social value offer as a one off payment to be used on a suitable social value

opportunity of the Council's choice. Furthermore, the increase in annual income provides enough funding for the Council to contribute to local services.

10. **Tender Evaluation**

- 10.1. **Evaluation:** The contract is valued below the relevant UK Public Procurement threshold (Concession Contracts Regulations 2016). An open competitive tender procedure was carried out in accordance with Hackney Contract Standing Orders.

38 organisations expressed an interest. Of these:

- 4 bids received - all were accepted.
- There were 0 late submissions.
- 8 Service Providers opted not to bid.
- 26 No response were received

- 10.2. The tender was evaluated using the MEAT (Most Economically Advantageous Tender) process according to the following weighting:

- Quality responses to the evaluation questions (50%)
- Bidders pricing submission (50%)

- 10.3. The Standard Questionnaire (SQ) checks and due diligence were done by the Procurement Category Manager.

- 10.4. Five quality questions [50%] were evaluated by a panel of three suitably qualified council officers:

- Head of Marketing and Commercial Services
- Transport Planner
- Strategic Head of Communications & Engagement

- 10.5. The pricing element [50%] was evaluated by

- Head of Marketing & Commercial Services
- Procurement Lead Officer

- 10.6. **Recommendation:** It is recommended that Supplier 2 is awarded this contract due to them supplying a fully compliant bid that met all mandatory requirements as stated in the 'Invitation to Tender' documentation and their bid scoring the highest using the MEAT evaluation process. Supplier 2 submitted the highest scoring quality bid. This is a very competitive market however supplier 2 best understood the value in providing an excellent financial offer along with a flexible social value offer. Supplier 2's price submission was 50% higher than the lowest bid.

Supplier	Annual Income Score Maximum 40%	Social Value one off Score Maximum 10%	Quality Score Maximum 50%	Total Score	Rank
1	10%	2.50%	34.67%	47.17	4
2	40%	5.00%	43.00%	88.00	1
3	30%	7.50%	36.00%	73.50	2
4	20%	10.00%	36.00%	66.00	3

Supplier	Annual Income Score Maximum 40%	Social Value one off Score Maximum 10%	Quality Score Maximum 50%	Total Score	Rank
1	10%	2.50%	34.67%	47.17	4
2	40%	5.00%	41.00%	86.00	1
3	30%	7.50%	35.00%	71.50	2
4	20%	10.00%	34.67%	66.00	3

11. Contract Management Arrangements

11.1. **Resources and Project Management (Roles and Responsibilities):**

Due to the nature of this contract the only resources for this contract include the Head of Marketing and Commercial Services and Business Support Manager as back up in the Communications and engagement team. There will be a requirement from the Communications team for officers to be trained on the cloud based media delivery system.

The supplier will provide six area managers led by a Head of Area for the implementation period. In order to engage with the Council's planning, highways public realm teams, plus submit planning applications, order new units and install, it is anticipated to take seven months. If the planning applications need to go to the planning sub-committee, an additional eight weeks will be needed, taking the implementation period to November 2023.

11.2. **Key Performance Indicators:**

Main KPI Targets Set	Monitoring
1. Income paid on quarterly basis	Quarterly contract management management
2. Unit light switch off 12-5am	Monthly electrical monitoring figures
3. Campaign airtime analysis	Monthly display metrics

12. Comments Of Group Director Of Finance And Corporate Resources

- 12 This report is seeking approval to award a commission contract for the provision of a digital only out of home advertising concession for 10 years. The expected income to the Council from this concession contract, dependent on planning consent and will yield a significant annual income for the Council.
- 12.2 There is an income budget of £115K per annum for the current external advertising contract. As part of the review of external advertising it was identified in early 2021 that the re procurement of this contract could deliver a saving to the Council in the form of additional income. Therefore as part of budget setting for 2022/23 a savings proposal was approved for annual £50K arising from this procurement that has already been factored into the Council's financial planning from 2023/24 onwards.
- 12.3 As part of the contract there will also be a one off cash contribution to deliver social value projects across the borough.
- 12.4 This concession contract, if successful, will deliver the approved saving for 2023/24 and has the potential to deliver significant annual income if planning permission is secured for all 31 sites. This income, if achieved, will contribute to the Council's budget and savings strategy going forward.

13. VAT Implications on Land & Property Transactions

No changes, or additional VAT implications are anticipated from the current contractual arrangements as we are replicating those arrangements in this concession contract.

14. Comments Of The Director, Legal, Democratic and Electoral Services

- 14.1 The services in this Report were assessed as High Risk by the Council and on 18th July 2022 Cabinet Procurement and Insourcing Committee agreed a Business Case in respect of the procurement of such services. Pursuant to paragraph 2.7.10 of Contract Standing Orders the approval to award a contract will be with Cabinet Procurement and Insourcing Committee.
- 14.2 Details of the procurement process undertaken by officers to procure the appointment of a long term partner for the delivery of external advertising in the Borough are set out in this Report. The proposed contract is a services concession contract under Regulation 3 of the Concession Contracts Regulations 2016.

15. Comments Of The Procurement Category Lead

A member of the Corporate Procurement Team supported every step of this tender process ensuring compliance, best value for money and fairness.

A market engagement exercise was conducted and an open tender procedure was carried out in accordance with the Public Contract Regulation 2015 and our internal Contract Standing Order. The contract is valued below the relevant UK Public Procurement threshold (Concession Contracts Regulations 2016) and we used the London Tenders Portal to advertise this opportunity and 4 bids passed our compliance checks and quality and price were evaluated.

I endorse this document and agree with the recommendations to award the contract to supplier 2 who provided the Most Economically Advantageous Tender. (MEAT)

APPENDICES

Appendix 1 - [External Advertising CPIC Business Case Report CE& CD](#)

Appendix 2 - [External Advertising Contract Extension BC - CPIC Report](#)

Appendix 3 - [Adverts Pre application report](#)

Appendix 4 - [Advertising and Sponsorship Policy](#)

Appendix 5 - [Polio and Pandemic QR Code scans and metrics](#)

Appendix 6 - Exempt

By Virtue of Paragraph(s) 3 Part 1 of schedule 12A of the Local Government Act 1972 this report and/or appendix is exempt because it contains Information relating to the financial or business affairs of any particular person (including the authority holding the information) and it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

BACKGROUND PAPERS

None

Report Author	Jonathan Lyons - Tel : 0208 356 6114 Head of Marketing and Commercial Services jonathan.lyons@hackney.gov.uk
Comments for and on behalf of the Group Director of Finance and Corporate Resources	Deidre Worrel - Tel : 0208 356 7350 Director - Neighbourhoods & Hsg Finance deidre.worrell@hackney.gov.uk

Comments for and on behalf of the Director, Legal, Democratic & Electoral Services	Patrick Rodger: (020) 8356 6187 Senior Lawyer, Legal Services patrick.rodger@hackney.gov.uk
Comments of Procurement Category Lead	Leila Gillespie - Tel: 02083561147 Procurement Category Lead Leila.gillespie@hackney.gov.uk

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Title of Report	General Exception : External Advertising Contract Extension - CPC Report Business Case 2022		
Key Decision No	General Exception - Reason: A decision is required to agree to tender a new digital only concession contract for external advertising and it can not wait until the next meeting in September 2022.		
For Consideration By	Cabinet Procurement and Insourcing Committee		
Meeting Date	18 July 2022		
Cabinet Member	Cllr Kennedy, Cabinet Member for Health, Adult Social Care, Voluntary Sector and Leisure		
Classification	Open		
Ward(s) Affected	All		
Key Decision & Reason	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: top;">Yes</td> <td style="padding-left: 10px; vertical-align: top;">The concession contract will contribute to the Council's short and medium term savings through revenue generation and business rates collection. There are no costs to the Council.</td> </tr> </table>	Yes	The concession contract will contribute to the Council's short and medium term savings through revenue generation and business rates collection. There are no costs to the Council.
Yes	The concession contract will contribute to the Council's short and medium term savings through revenue generation and business rates collection. There are no costs to the Council.		
Group Director	Polly Cziok, Strategic Director Engagement, Culture and Organisational Development		

1. CABINET MEMBER'S INTRODUCTION

- 1.1. This report outlines a pragmatic approach to advertising units on our pavements. It balances the public benefit of information provision and revenue generation with the need for an uncluttered and accessible public realm. As a result of the work done through the Planning Performance Assessment we have arrived at a position where we are proposing removing the most obstructive boards and relocating some of the others. Once the appropriate procurement and planning processes have been completed we will have an Out Of Home advertising contract providing state of the art street information boards, funding two public conveniences and generating revenue.

2. GROUP DIRECTOR'S INTRODUCTION

- 2.1. Since their installation in the late 1990s, Hackney's Out Of Home advertising boards have become an important way of providing information to Hackney's

diverse communities, especially those who don't have easy access to online sources. In addition they have provided revenue which has funded a wide range of community engagement activity, and the contract also funded two additional public conveniences. The contract itself, which was let around 25 years ago, had a number of issues and was revised a number of times throughout its life to become more beneficial to the Council. When the contract ended, a decision was taken to extend it whilst options were explored to relet it, across a reduced number of sites. Since then, there has been a huge amount of work undertaken, in partnership with planning, with Members, and with partners such as TfL, to identify those boards which need to be removed or resited. This report details that extensive work, and asks for the approval of CPIC to proceed with a tender for a new contract.

3. RECOMMENDATION(S)

Cabinet Procurement and Insourcing Committee is recommended to:-

- a) Accept the assessment findings in this Report; and**
- b) Agree to tender a new digital only concession contract for external advertising for a maximum period up to 10 years, with the option to extend for a further 5.**

4. RELATED DECISIONS

- 4.1. In July 2021 CPIC agreed to the extension of the existing Concessions contract for 12 months and a further 6 months (subject to Director's approval without going to CPIC or HPB). This business case provides a summary below of feedback from internal and external stakeholders. It also provides a pre application report using the Council's PPA methodology as agreed in 2021.

5. OPTIONS APPRAISAL AND BUSINESS CASE (REASONS FOR DECISION)

- 5.1. This paper seeks to provide updated findings to the committee as a result of assessment work undertaken by the Council during 2021 including;
 - 5.1.1. providing the assessment outcome of a Planning Performance Approach [PPA] review of all of the current external advertising sites
 - 5.1.2. Provide feedback from internal and external stakeholders in relation to the current and future contracts.

- 5.1.3. Provide an overview of the potential revenue this concession contract could generate.
- 5.1.4. Highlight the importance of the Out of Home [OOH] channel as part of the Council's communication mix, specifically focussing on emergency and service change information.

6. ASSESSMENT OUTCOME SUMMARY

- 6.1. In August 1997 the Council entered into a 25 year concession contract with JC Decaux, the OOH media supplier used by most councils at the time. The contract officially ended in August 2021, however in July 2021 CPIC extended the current contract for an additional 12 to 18 months. This was to provide sufficient time for proper political discussion and to ensure that all stakeholders are properly consulted and involved from the start and throughout any procurement process.
- 6.2. Given the length of the contract a number of changes have occurred in the borough from a planning and consent perspective. It was agreed that a planning performance approach was adopted to provide the necessary updates from planning on all the current sites. The planning service pre application report for all sites is highlighted in appendix 1.
 - 6.2.1. The assessment findings have indicated that there are 14 sites which will not be supported through new consent applications in future, 17 sites that need to consider a location move in order to be considered for future approval, and 22 sites which currently have no objections to consent renewal.¹
 - 6.2.2. 8 of the 14 sites above are located in Shoreditch which were provided planning consent in 2017 under the third variation of the contract. The express consent was approved for five years and has not been renewed as a result of the assessment work carried out. All sites were reviewed and refused further planning consent. Further information can be found in Appendix 2.
- 6.3. Hackney contains a number of red routes which are owned and managed by Transport for London. 37 of the 54 sites are located on TFL red routes. TFL are therefore the planning authority for these 37 sites, and will have the final say on whether the sites will be renewed or not.² As part of the assessment work, the Council engaged with officers and teams at TFL sharing the Master Data Sheet for advice. Feedback from TFL highlighted three sites which will be added to the

¹ It should be clearly stated that any new applications will still need to follow the Council's planning application process and are not guaranteed approval due to the findings in the pre application report or assessment.

² Applications for these sites will also need to meet Hackney planning criteria as part of any planning approval

relocation list. Two have been cited as potential pedestrian obstructions for commuters located near transport hubs. Another site location will be affected by a potential future cycle scheme. The third site is currently obstructing vehicle motion signage. Hackney Council External Advertising master site sheet highlights which sites are on TFL roads, and those on Hackney Council roads. (See Appendix 1)

6.4. The previous contract included provision to provide two automatic public conveniences, or superloos. The two units are currently operational and in use located in Dalston. The units are now 25 years old, and in need of replacement. This is supported by previous Councillor complaints about the condition both in terms of hygiene and operational usage of the units. Public conveniences are important to our residents and have been highlighted in feedback through the Council's ageing well agenda. Findings from consultations with charity groups and older people in the borough have clearly highlighted the need for these facilities across the borough.

6.4.1. The assessment work included consultations with Environmental Waste on the cost of investing in and maintaining two operational public toilets. Feedback from Hygiene services indicated an approximate capital investment of £75K per toilet, with a further £17K annual maintenance cost. The question to be answered is, should this concession contract cover these costs. If the answer is yes, then there will need to be two considerations taken into account.

- Any potential annual revenue will be reduced due to the supplier having to cover the capital investment and maintenance thereafter.
- Alternatively the lease period would need to increase in order to allow the supplier to spread the cost over a longer period.

6.4.2. An alternative to the above consideration would be to remove the toilets from any future contracts. The Council would determine if and where any future public toilets are needed and cover both the capital investment and maintenance costs. Should the concession contract be successfully rendered, an agreement could be reached where a financial contribution could be transferred from the revenue generated - to cover a portion of the lifetime costs over the period of the lease.

Financials relating to previous contract

6.5. Over the lifetime of the contract the Council generated approximately £700 - £900K, with up to 50% of the income being realised over the last five years, after the third variation in 2017 where we converted a small portion of the units to digital in the Shoreditch area.

6.6. In 2019/20 the current contract generated £115,000 of advertising at very little cost for the council. The figures below show the income generated between digital and print based units.

- Digital assets (**13 screens at £7,281/screen**) net £95,879 per annum
- Print based (**98 faces at £195.97/faces**) net £19,205 per annum
- Business rates on all units generate a further £20,570 p.a. in income.

6.7. The digital sites in Shoreditch had a separate planning consent approved through the third variation of the overall contract. Express consent was provided for five years, with a condition to remove at the end of the period. The sites located in the Shoreditch area have been deemed to be unsuitable in their current locations, and will be removed. It was the objective of the assessment work approved by CPIC in August 2021 to identify unsuitable sites to either remove or relocate. Given that the express consent has now expired, the sites will be removed in line with the terms of the contract. **It is important to highlight that these sites generated 85% of the annual income of the entire contract, which means the Council will lose upto £95K per annum, plus a portion of the business rates as a result.**

Potential Financial income

6.8. Prior to the energy crisis and inflation issues, a soft market indicated a clear shift to digital assets for suppliers, away from the paper-based units. This was supported by our current supplier, who also indicated that £5K³ per digital unit would be a reasonable average digital unit yield. With the financial loss in 6.7 in mind, it is important for any future contracts to be fully digitised in order to realise any serious return on investment. Other factors when forecasting income need to consider the following considerations; term of tenure, level of supplier capital investment required, location of assets, planning approvals, range of visibility, audience and terms of exclusivity and footfall data.

6.9. Based on the assessment findings, and making some financial assumptions the table below provides three potential scenarios based on different planning authority decision regarding planning consent:

Scenario 1 - All sites are relocated and receive both TFL and Hackney planning consent		
Number of sites approved	Estimated value per site	Total value
40	£4,000 - £5,000	£160,000 - £200,000

³ This figure is indicative and subject to change when and if a new contract is re tendered.

Scenario 2 - Some sites are relocated, but others cannot find suitable locations. The remaining sites receive both TFL and Hackney planning consent		
30	£4,000 - £5,000	£120,000 - £150,000
Scenario 3 - A number of the sites are relocated, but others cannot find suitable locations. The remaining sites receive both TFL and Hackney planning consent		
15	£4,000 - £5,000	£60,000 - £75,000

6.10. The above scenarios are important as we will not know the true number of, and financial value of any sites until after a procurement and planning approval process is completed. Business rates income will also be generated as and when the final amount is decided.

6.11. The External Advertising sites have long been an important channel in the Council's communications portfolio, but the Covid pandemic has seen them come into their own as a vital tool for providing high impact public health messaging across the borough. [Appendix 4]

Communication Overview and importance

6.12. The sole advantage to the Council of the original contract was that it gave the Council access to very low-cost, high impact outdoor advertising, as one side of each freestanding board was given over to the Council for public information advertising. The Council has the ability to use the sites to put up new boroughwide or localised campaigns every fortnight, which have a huge reach, at a minimal cost to cover the printing of the posters. Over the years the Council has used the boards for a wide range of public information ranging from events such as Carnival and the Hackney Half, to behaviour change messaging on issues such as voter registration recycling service changes while also targeting social behaviour messages targeted at vulnerable residents, such as domestic violence campaigns. If this channel is lost, the Council will need to consider other channels which are not as cost effective such as printed letters, leafleting or other print based options - as a way to provide important information to residents. See [Appendix 5] for a list of campaigns pre and during the pandemic.

6.13. More and more of our residents are accessing information and messages from the Council via digital channels such as social media and e-newsletters, and after a decade of austerity public services with

reduced resources are relying more on these low-cost and increasingly sophisticated channels.

However, despite this long term channel shift, digital poverty is still a real issue, and the Council's need for low-cost non-digital communications is greater than ever before. The Covid pandemic has exposed and widened the digital divide and left more people in digital poverty. Library usage data shows us that more than half of all visits to our libraries pre-Covid were to access PC usage or printing, and we know from resident feedback that great hardship was caused to those without digital access when the libraries were forced to close in lockdown.

- 6.14. Our 2018 Ipsos MORI Residents Survey showed that Hackney has a high rate of digital exclusion, with 11% of residents unable to access digital channels. More than half of this group are over 65, a third have a long-term disability or illness and/or claim benefits, and 14% speak English as a second language.
- 6.15. There is strong crossover between those who are digitally excluded and those that are regular users of Council services, need support and are target audiences for much of the Council's communications work. These groups also say they feel less listened to by the Council. Print and outdoor media remain vital channels for the Council in reaching this audience, and ensuring its communications do not only reach wealthier residents and those that are able to be more vocal advocates for their needs.
- 6.16. The Ipsos MORI figures do not include Hackney's Orthodox Jewish community who tend not to participate in such surveys, but who represent around 10% of the adult population and most of whom do not access digital communications through religious requirement.
- 6.17. The Council has been forced by the central Government to reduce the frequency of its newspaper Hackney Today from fortnightly to quarterly, thus reducing our ability to reach residents in digital poverty or exclusion. This is currently being supplemented 8 times a year with an information sheet, Hackney Life, but this level of provision is financially unsustainable.
- 6.18. Outdoor advertising of the kind provided by the current JC Decaux contract provides an invaluable and financially sustainable means of

getting information about vital [public services](#) to those most in need, in every part of the borough. To remove this provision would have a damaging effect on the Council's ability to get vital service information to its most vulnerable residents.

- 6.19. A new contract would lead to more of the sites being digitised, which has a clear communication benefit - images can be changed more regularly with no print costs. They can also be changed at very short notice and very locally, allowing the Council to respond with messages in emergency situations such as flash flooding.
- 6.20. Whilst the boards on A roads are aimed at passing motorists, the majority of the sites are in pedestrian areas, and those with the highest foot traffic are deemed the most valuable both in terms of income and impressions.

7. BENEFITS REALISATION / LESSONS LEARNED

There are several benefits a contract of this type can yield.

1. The nature of these contracts provides an existing and agreed precedent which generates a guaranteed annual income over the period of the contract.
2. It provides an existing infrastructure to deliver service related and emergency information to our residents.
3. As part of the assessment work we have identified a minimum of 14 sites to be fully removed, and a further 17 sites to be relocated to provide better accessibility for residents and commuters.
4. Potential revenue generated by this contract could provide a mechanism to fund Council managed public toilets over the term of the lease.

7.1. Strategic Context:

This paper meets a number of strategic objectives including;

- rebuilding a greener Hackney through the reduction of these assets will help to reduce clutter in the public realm.
- adopting a digital first approach to help the Council to communicate more quickly and effectively with our residents and businesses. The pandemic has demonstrated the strategic importance of maintaining clear communications through a number of different channels including outdoor media.
- changing remaining asset infrastructure to modern digital units, which generates significantly higher income, than our existing paper and backlit based units. Changing to digital assets will help the Council

meet its considerable financial savings, at very little cost to the organisation itself.

7.2. **Preferred Option:**

Based on the outcome of assessment work and consultations with internal and external stakeholders, the preferred option would be to accept the findings in the pre planning report. This currently includes:

- 7.2.1. 14 sites not supported for planning application renewal
- 7.2.2. 17 sites subject to a location move
- 7.2.3. 23 sites with no objections

Subject to agreeing the assessment summary and pre planning report, to agree to move to re tender this concession contract for upto 40⁴ locations across the borough, as highlighted in the previous CPIC report.

7.3. **ALTERNATIVE OPTIONS (CONSIDERED AND REJECTED)**

7.3.1. **Do nothing and remove all sites. [Not recommended]**

The Council would lose a considerable amount of sustainable income over the lease period, including any opportunity to potentially fund any future public toilets. It would also lose an important low cost, high impact communications channel, which we have consistently used over the last 20 years.

7.4. **Success Criteria/Key Drivers/Indicators:** The main success criteria and key drivers include; recovering a sustainable income over a specific lease period by digitising the current print based infrastructure across the borough; maintaining an efficient and effective communication channel to ensure the Council provides clear communications to our residents and businesses (especially in emergency periods).

7.5. **Whole Life Costing/Budgets:** No significant costs will arise as a result of implementing this decision to extend the current contract. Annual revenue based on 40 locations could generate up to £200K⁵ to the Council could be realised through a new contract. The final amount will only be determined once TFL and Hackney Planning have determined planning consents.

7.6. **Policy Context:** Council policies and strategies that are relevant to these services include Rebuilding a greener Hackney, Public Realm decluttering approach, and the Sustainable Procurement Strategy. Keeping residents informed and safe during the 2020 pandemic was a clear gold priority.

⁴ The final amount of locations will be dependent on both Hackney and TFL planning approval.

⁵ Based on indicative £5K figure, which is subject to change

Councils have huge and challenging responsibilities, which require effective communications, and delivering information in the right channel. The external advertising units provide the Council with infrastructure, which is maintained by a supplier, requires no future capital investment from the Council, and generates good revenue in return.

7.6.1. Hackney's Transport Strategy (HTS) is committed to a movement hierarchy that prioritises pedestrian movement⁶. The Council's Streetscene department is supportive of the wider social benefits that are outlined in this report. It is important to ensure that proposed advertising sites do not adversely affect pedestrian comfort or safety levels.

7.6.2. Council Officers will consider advertising sites on a case-by-case basis. Officers will work to ensure that potential and existing site proposals meet with local and regional policies to create healthier streets and protect the pedestrian environment. This will involve considerations of pedestrian flows and acceptable footway and doorway widths for potential sites.

7.7. Consultation/Stakeholders:

7.7.1. As part of the assessment work the Council has carried out over the last 9 months, the following stakeholders have been consulted with:

It was agreed in the previous CPIC report that a Planning performance approach would be adopted in order to assess all of the current sites located across the borough. Planning officers from planning and street scene were part of a project group who met and carried out specific desktop research including identifying new conservation areas which have been approved during the 25 year lease period. Hackney Council External Advertising master site sheet [Appendix 1].

7.7.2. A Planning Performance Agreement (PPA) is an essential tool when dealing with large scale or important projects that require planning permission <https://www.gov.uk/guidance/before-submitting-an-application#planning-performance-agreement-s>. It allows for timeframes to be agreed and dedicated officers to be assigned to the project. This proved to be all the more vital in this proposal as Hackney's Planning Service encountered serious staffing issues from summer 2021 which crippled the service and reduced staffing levels down to 50%. As a result of the PPA, a permanent planning officer was able to be assigned to focus specifically on the project.

7.7.3. A series of meetings took place between relevant officers in order to understand the background and rationale for the project, as well

⁶ <https://hackney.gov.uk/transport-strategy>

as to set out the planning process, including the requirements for planning permission, the pre-application advice process, the material planning considerations, the assessment criteria, and the decision making process. Based on previous, similar multi-site PPA projects, it was recommended that a live working spreadsheet be formulated to set out the sites in question; this allowed the project team, including officers from Planning Enforcement as well as Conservation, Urban Design & Sustainability teams, in addition to the case officer and senior officers, to reviews each site. From the initial meetings, it was established that the main considerations would be that of siting and design as well as the impact of the proposal on the highway. In addition, planning history would be a relevant consideration, in light of potential enforcement concerns as well as any previous assessments of the proposal (including appeal decisions).

- 7.7.4. In terms of planning history, the October 2020 cyber attack on the Council meant that retrieving information was more challenging than usual. A combination of archived files, enforcement files as well as what remained of the digital files eventually allowed officers to establish information on historic cases as well as those relevant to the proposed sites.
- 7.7.5. The gathering of the above information allowed the Planning Service to provide a 'pre-application report' on the sites, which set out its assessment of each proposal and provide a recommendation as to whether a site would be likely to be supported should a formal planning application be submitted.
- 7.7.6. Colleagues in planning enforcement were consulted to better understand the types of complaints the Council receives. Over the lifetime of the contract there has not been one complaint from the public, residents or businesses, to where these sites are located on our pavement. Complaints the Council has received have been about content displayed on the units. Light pollution from digital units is another complaint that has been recorded. All of the digital units currently in operation have built in brightness technology, which can be automatically adjusted. Light levels can be built into future contracts, to mitigate future light pollution complaints.
- 7.7.7. Environmental [Hygiene] operations have indicated that there is still an important requirement to continue providing the public conveniences in the two locations. The two locations are within Dalston and have helped the Council manage anti-social behaviour in the area over the last 20 years. If the contract is not renewed all operational and maintenance costs will need to be transferred to other internal services. Renewing the contract will allow the Council to work with Hygiene services to ensure upgrading the existing infrastructures, and repair standards are included in the tender

document.

7.7.8. The Council's public realm approach and policies have changed considerably over the length of the contract. Decluttering of our public realm is an important policy objective, and has been addressed through two actions. Firstly, 14 sites have been recommended for removal, and secondly, a further 17 sites recommended for relocation. Nine sites have no objections. The assessment work has therefore met its main objective, which was to identify problematic sites following the Council's Planning performance approach [PPA]. It should be noted that any future sites will still be subject to both Hackney and TFL planning processes if the Council agrees to tender this contract.

7.8. Risk Assessment/Management:

This paper provides findings of assessment and stakeholder engagement work carried out over the last 9 months. The summary findings are highlighted in point 6 above. The summary is supported by the pre planning advice [appendix 2], the Hackney Council External Advertising master site sheet [appendix 1]. Stakeholder feedback includes consultation meetings with Hygiene Services in Environmental Waste, Street Scene in Public Realm, Communications and Legal Services.

7.9. Using the RAT [Appendix 6] this procurement has been identified as low risk. This is predominantly as there is no cost to the Council for this type of contract. All infrastructure, once approved by planning authorities, is wholly owned and maintained by the supplier. Income is generated through the lease of these sites to brands via the supplier.

Risk	Likelihood	Impact	Overall	Action to avoid or mitigate risk
	L – Low; M – Medium; H - High			
Planning approval for up to 40 sites		M		A supplier workshop will take place during the tender process where bidders will be able to meet with the Council to better understand our planning criteria
TFL planning authority approval. Of the potential 40 sites, 24 are located on TFL red routes. 11 of the 24 sites		M		While we have consulted with the relevant teams at TFL, there is no guaranteed we will receive planning approval if we tender the contract

are recommended for relocation.				
Financial forecasting While figures in this report have been provided using internal recharges for the Shoreditch sites, and in consultation of current supplier, they are indicative and will only be determined once the procurement has taken place		M		The Council still has the option of not awarding the contract if the revenue generated is not worth our while. As there are no costs to the Council, it is unlikely that we would not consider bidders options.

7.10. Market Testing (Lessons Learnt/Benchmarking Marking):

7.10.1. Market testing was carried out in November and December 2020. As part of the brief, and in line with its sustainable procurement strategy, the Council asked current market suppliers to respond to improved ways of developing and managing Outdoor Advertising Infrastructure contracts. Specifically we wanted to consider options delivering more revenue, less clutter on the pavements and along roadways, more relevant and acceptable content, and a better environmental and social impact for all parties and stakeholders.

Responses from the soft market testing indicated two types of procurement options we can consider:

1. Multiple lots split into different specialist suppliers
2. Single supplier

7.10.2. Both models are viable options, however we must consider what the two options mean for officers managing and monitoring the contract. A single supplier concession contract is considerably easier to resource, monitor and manage over long periods of time, and reduces overall costs to the Council.

Using multiple suppliers means working with different supplier operating systems, which makes delivering digital communications processes more complex to manage in terms of content distribution.

7.10.3. To supplement the soft market test, we also considered how other Councils and organisations approached and implemented the same form of contracts. Feedback from other Councils shows two models that are being used to manage a portfolio of outdoor

assets:

- 7.10.4. Councils with much larger road networks and spaces, allows them to consider investing and owning their assets outright. Adopting an upfront capital investment approach, enables those Councils to negotiate a higher percentage of revenue split with any suppliers in a contract. Inner city councils have limited options in terms of land space, and concession contracts where suppliers invest in the infrastructure are more common. Hackney Council uses this model and leases selected spaces on our public highways across the borough. Business rates are also applicable on all sites, and generate £20,000 plus per year in revenue.
- 7.11. **Savings:** No identified savings will arise as a result of this contract extension. This concession contract will however generate income for the Council over the lifetime of the lease period. As the current contract included two public conveniences, options above in points have set out options for the Council to consider, which could provide a viable financial mechanism to contribute to future public conveniences.

8. SUSTAINABILITY ISSUES

8.1. Procuring Green

The assessment summary and findings in the Adverts preapp report have highlighted a number of actions to be taken forward in any future procurement. 14 sites have been identified for removal, reducing the overall asset infrastructure to 40 sites, which will be put forward for planning consent should the Council wish to tender. The tender intends to convert all the approved sites to digital units, removing the need for suppliers to physically change paper-based sites, thereby reducing the carbon footprint of supplier vehicles. The specification will address issues such as light pollution through ensuring light intensity is time sensitive and managed through a schedule to reduce intensity at specific times.

8.2. Procuring for a Better Society

One of the Mayor's key priorities is to ensure the Council is well run and efficient in delivering services to our residents and businesses. Over 10 years of austerity have had a significant impact on the Council's financial position. External advertising concession contracts are an extremely low cost, high value way of generating sustainable income for the Council. The financial option identified in point 6.4 above in relation to public conveniences highlights the value of this contract if a suitable arrangement can be met between services, which could allow a mechanism to contribute to the capital cost of providing these services over the life of the contract.

8.3. **Procuring Fair Delivery**

This procurement has no or very low risks associated with issues such as in terms of delivery like slavery or corruption and fraud. Standard questions within the procurement will provide satisfactory information from the suppliers. This concession contract does provide a public benefit by providing the Council an easy out of home infrastructure to communicate public information to residents and businesses. This will include emergency, service change, events and specific campaigns to ensure the Council has a balanced and integrated approach to keeping residents and businesses informed.

The nature of this format means we will share airtime with advertisers promoting their own brands, products and services. In order to ensure advertisers keep their advertising aligned with Council policies and cultural community sensitivities, the specification will clearly outline what brands and adverts will be acceptable, addressing public health, addiction and religious issues.

8.4. **Equality Impact Assessment and Equality Issues**

An issue which has long been thought to affect this contract is the location of the actual units within the public realm. All units in the current contract are located on pavements throughout the borough, apart from the two public toilets. The summary findings of the assessment work carried out in section 6 above has highlighted 14 sites for removal due to accessibility issues, and a further 17 sites are recommended for relocation to align better with planning and public realm approaches. The new tender will also look to identify site relocations on walls of buildings if possible, but this will be dependent on availability and suitability of the Council's building stock.

Even though there have been very few complaints in the past, the specification will include information about past content complaints, and quarterly KPIs which will help to inform what type of content is not in line with Council policies, and cannot be displayed.

9. PROPOSED PROCUREMENT ARRANGEMENTS

9.1. **Procurement Route and EU Implications:** The contract is valued below the relevant UK Public Procurement threshold (Concession Contracts Regulations 2016). An open competitive tender procedure will be carried out in accordance with Hackney Contract Standing Orders.

9.2. Resources, Project Management and Key Milestones:

Key Milestones	
Business Case Report to CPIC	18/07/2022
Contracts Finder Advert placed/ITT Issued	01/09/2022
Tender Returns Deadline	06/10/2022
Tender Evaluation	October 2022
Contract Award Report considered at CPIC	05/12/2022
Standstill Period	12/12/2022-22/12/2022
Start on site / Contract start	01/02/2023

9.3. Contract Documents: Anticipated contract type

The contract is a concession type contract, and we would want to include quarterly monitoring meetings, which will allow us to initially address the conversion to digital units, which will take around 7 months from award of the contract. We will also include a quarterly contract monitoring meeting, which will monitor and address other related issues, such as content, light schedules and any other technology associated with the units.

Deliverables will be communications campaigns and revenue, which will be monitored through our External Advertising schedule sheet, and monthly or quarterly budget monitoring. Equalities and environmental issues will be managed through the Council's complaints procedure, with relevant services such as planning enforcement and street scene available to provide information into contract monitoring meetings.

9.4. Sub-division of contracts into Lots

During the soft market testing in 2020 we recognised the value of different lots, however, working with multiple suppliers on different platforms, brings additional costs, and more operational processes for officers to have to work with. The benefits of working with a single supplier, means more control over the running and operation of the contract, with a single set of KPIs and regular contract monitoring. The tender however will allow opportunity for joint bids from smaller suppliers to ensure we provide a fairer opportunity to all market suppliers.

9.5. **Contract Management:** Success will be an efficient set of digital sites which will provide relevant advertising aligned to Council policies and

programmes. We will be able to easily and quickly update our own campaigns within our shared airtime, without relying on a supplier to change these for us. The contract will provide sustainable income over the period of the contract. Within the contract period, the supplier will be aware of the Council's policies in terms of advertising standards, what can and cannot be advertised, and will be sensitive to the cultural diversity of the borough residents.

- 9.6. **Key Performance Indicators:** Quarterly contract monitoring meetings will take place between the supplier and contract manager. Internal stakeholders such as planning enforcement, public health, street scene and member/customer services [complaints] will be able to contribute to the contract log, which will monitor all issues throughout the life of the contract.

KPI	Description	Priority
1	The contract will provide consistent levels of income on a monthly or quarterly basis. These will be provide in a report by the supplier at each contract monitoring meeting	An ambitious and well-run council that delivers financial stability, and communicates first class-local facilities
2	The supplier will provide a list of content and advertiser for the previous period which officers will be able to check against policies and programmes the Council has highlighted to be important not to advertise.	Tackling Inequalities and prioritising the environment
3.	Provide the Council sufficient airtime and ensure public campaigns are scheduled and delivered at appropriate times to ensure maximum exposure	Connecting with Hackney's communities
4.	Relevant services such as complaints, planning enforcement and streetscene will actively contribute to a quarterly complaints sheet, which will form the master document to be addressed at each contract monitoring meeting. These will include issues such as light pollution and content complaints.	Tackling inequalities and prioritising the environment

5.	Repairs and maintenance will be reported by the supplier at each meeting to ensure all sites are in operation, or if not working have been included on a timely PPM program to ensure revenue is not impacted.	An ambitious and well-run council that delivers financial stability, and communicates first class-local facilities
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10. COMMENTS OF THE GROUP DIRECTOR FINANCE AND CORPORATE RESOURCES

- 10.1. This report is seeking approval to tender for a commission contract for the provision of a digital only concession. The expected income to the Councils from this concession contract, dependent on planning consent, is up to £200K per annum.
- 10.2. Based on the current concession arrangements there is an income budget of £115K per annum which supports existing services. There is also an approved saving of £50K for additional advertising income that has already been factored into the Council’s financial planning from 2023/24 onwards. This procurement, if successful, will deliver that saving and contribute to the Council’s budget strategy. It should be noted that should the upper end of the estimated income be achieved that this can deliver more savings for the Council.
- 10.3. Conversely it should also be noted that if the tender is not successful or the income from the concession falls below the current income budget and saving target there will be a budget pressure which will need to be addressed in medium term financial planning.

11. COMMENTS OF THE DIRECTOR, LEGAL DEMOCRATIC & ELECTORAL SERVICES

- 11.1 Paragraph 2.7.6 of Contract Standing Orders states that all procurements with a risk assessment of “High Risk” will be overseen by Cabinet Procurement Committee (now Cabinet Procurement and Insourcing Committee) and therefore this Business Case Report is being presented to Cabinet Procurement and Insourcing Committee for approval.
- 11.2 The proposal in this Report is to procure the appointment of a long term partner for the delivery of external advertising in the Borough. The proposed contract would be classified as a services concession contract under Regulation 3 of the Concession Contracts Regulations 2016. However the value of the contract will be lower than the threshold amounts set out in such Regulations, currently the sum of £5,336,937, and so it will not be necessary

to publish a high value notice in respect of the procurement. The Council will follow a procurement process which meets both the requirements of the Council and is compliant with its Contract Standing Orders.

12. COMMENTS OF THE PROCUREMENT CATEGORY LEAD

- 12.1. The proposed concession contract is valued below the relevant UK public concessions threshold. The Council's Contract Standing Order 2.5.2 requires that the Business Case for a High Risk procurement be approved by CPIC.
- 12.2. Procurement of the contract via an Open competitive tender process is supported as an appropriate route, compliant with Contract Standing Orders as set out in the report.
- 12.3. The procurement offers a number of opportunities to deliver environmental, social and economics benefits in support of the Council's Sustainable Procurement Strategy. These are set out in the Business Case and will be incorporated into the specification and tender documents.
- 12.4. The timeline for the procurement process is achievable to ensure contract commencement in February 2023 and will be fully supported by the Central Procurement Team.

APPENDICES

[Appendix 1 - Hackney Council External Advertising Master Site Sheet](#)

[Appendix 2 - Adverts Preapp Report](#)

[Appendix 3 - External Advertising contract report - CPIC report](#)

[Appendix 4 - Public health campaigns run during the 2020 COVID pandemic](#)

[Appendix 5 - Communications campaigns list pre and during pandemic](#)

[Appendix 6 - RAT](#)

BACKGROUND PAPERS

In accordance with The Local Authorities (Executive Arrangements) (Meetings and Access to Information) England Regulations 2012 publication of Background Papers used in the preparation of reports is required

Description of document (or None)

The below contract extension papers were prepared and provided to the relevant committees and groups for review and approval.

1. [External Advertising Contract Extension - CPIC Report - \[CPIC committee\]](#)
2. [172 - Outdoor Advertising Contract - \[Labour Group Sept 21\]](#)
3. [Outdoor Advertising PSG briefing final - \[Political Strategic group\]](#)

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TITLE OF REPORT External Advertising Contract Extension - CPIC Report	
BUSINESS CASE Key Decision No: NH R61	
CPIC MEETING DATE (2021/22) 19th July 2021	CLASSIFICATION: Open If exempt, the reason will be listed in the main body of this report.
WARD(S) AFFECTED All Wards	
CABINET MEMBER Cllr Kennedy	
KEY DECISION Yes REASON The decision will result in the Council retaining income levels, and continued use and operation of outdoor information sites, and public toilets.	
GROUP DIRECTOR Ian Williams, Acting Chief Executive	

1. CABINET MEMBER'S INTRODUCTION

- 1.1. Pavement based advertising hoardings are an important channel for the Council to communicate vital public service information to residents, especially those who are digitally excluded or otherwise hard to engage. They are a high impact, low cost, channel that has been particularly effective during the Covid

crisis. As well as these clear community benefits, the hoardings have the potential to raise considerable revenue for the Council at a time when resources are severely impacted.

- 1.2. However, at the same time we have a duty to make our public realm as navigable as possible for all our citizens, including those with mobility issues, and whilst no complaints about the siting of the existing hoardings have been made by residents, it is important that we consider this issue so that we can realise these benefits whilst minimising any potential impact.
- 1.3. This paper asks for an extension of the current outdoor advertising contract to allow all these considerations to be explored in full, whilst protecting the Council's financial position, as well as its ability to communicate effectively with residents over the next 12 months as we move through the Covid crisis and its aftermath.

2. GROUP DIRECTOR'S INTRODUCTION

- 2.1. The Council currently has an advertising contract with a provider, one of the larger suppliers in the outdoor advertising market. The contract originally dates back to 1997. The original contract was a very poor one, though similar to ones signed by many other local authorities at the time, which was disadvantageous to the Council, bringing in little revenue, and with provisions that made it difficult to exit.
- 2.2. In 2013 the Council was able to renegotiate the contract for the remainder of its lifespan, following an investigation by the Office of Fair Trading into the outdoor advertising market, and then again in 2017 as a result of an approach by the supplier to digitise a small number of the sites in Shoreditch. The result was an improved contract with a shorter term expiring on August 21st 2021, backdated business rates to the Council, and higher income to the Council.
- 2.3. Although the issues with the original contract meant that some Members and officers have been keen to terminate it for many years, the benefits of this kind of outdoor advertising for the Council cannot be overlooked, including substantial revenue, and access to a powerful low cost public communications mechanism. This latter has become even more crucial since the High Court decision around frequency of publication of Hackney Today has further restricted our non digital communications reach.
- 2.4. The combination of Covid 19 and the cyberattack have delayed proper consideration of the nature and scope of the re-procurement of this contract. This paper asks CPIC to extend the current contract in order to allow for that proper consideration whilst not losing any of the revenue that the current contract realises.

3. RECOMMENDATION(S)

Cabinet Procurement and Insourcing Committee is recommended to approve the extension of the existing Concessions contract for 12 months and a further 6 months (subject to Director's approval without going to CPIC or HPB).

4. RELATED DECISIONS

- 4.1. Should this approval be granted, work will be carried out with internal stakeholders (Planning, Hygiene Services and Procurement), and a full Business Case will be presented to seek approval to re-tender the Council's External Advertising contract.

5. OPTIONS APPRAISAL AND BUSINESS CASE (REASONS FOR DECISION)

- 5.1. This paper seeks approval to extend the current concession contract for 12 months and a further 6 months (subject to Director's approval without going to CPIC or HPB). The paper provides relevant information from consultations undertaken over the last 18 months with internal and external stakeholders, which:

5.1.1. Highlight the importance of the Out of Home (OOH) channel as part of the Council's communication mix, specifically focussing on emergency and service change information.

5.1.2. Provide an overview of the revenue generated by this contract, how the market sector has changed, and why adopting a collaborative approach with our internal stakeholders provides a well balanced and economically sustainable outcome for the Council.

- 5.2. Hackney Council entered into an agreement with a provider (or "Supplier") on 17/01/1997, for the above services for a duration of 20 years from the Completion Date, as defined in the contract, on a no cost basis to the Council. Through this contract there are currently 49 paper based sites, and 7 digital boards, (all double-sided apart from one digital board) owned by the provider throughout Hackney, which can be seen in the 'map and road name' spreadsheet in the appendices to this report. The physical assets are owned by the provider and are all located on street pavements in Hackney. The Council manages this concession contract which effectively allows the authority to lease space to a supplier for outdoor advertising and communications.

- 5.3. Included in the contract was provision to provide automatic public conveniences, or superloos. Two units are currently in use and are located in the Dalston area and continue to be operational, which the supplier currently maintains. Included as part of the contract, the Council has been able to utilise the 'b' side of all boards, apart from one digital instalment that is single-sided, to communicate important service information, and relevant event based communications in these out of home settings. The use of these site spaces

by the Council has developed into an important part of the Council's overall communication mix.

5.4. Over the lifetime of the contract the Council has generated approximately £700 - £900K, with up to 50% of the income being realised over the last five years, after the third variation in 2017 where we converted a small portion of the units to digital in the Shoreditch area. Should the extension be approved, income will remain at the same as previous years [excl 2020/21].

5.5. In 2019/20 the current contract generated £115,000 of advertising at no cost to the Council. The figures below show the income generated annually between digital and print based units.

- Digital assets (**13 screens at £7,281/screen**) net £95,879 per annum
 - Print based (**98 faces at £195.97/faces**) net £19,205 per annum •
- Business rates on all units generate a further £20,570 p.a. in income.

5.6. Options

- **Option 1: Do nothing and allow the contract to expire naturally:** This is the current option provided for in the contract. This implies the loss of annual revenue of £115,000 plus the loss of a strategic communications channel to the Council. This option creates further operational and financial risks for the Council due to the two public toilets the contract currently provides. A decision to retain, or lose the toilets all together will need to be made, should we not renew this contract.
- **Option 2: Test the market immediately via an Invitation to Tender (ITT):** This would be desirable in order to improve value for money and social value from this legacy contract, as well as maintain the advertising assets for Council communications and revenue for the Council. However an immediate ITT is not possible due to legislative timeframes of minimum 30 days and especially given all the information needed (i.e. stakeholder jointly agreed specifications, terms and conditions and economic and sustainability potential of sites) in order to evaluate any proposals, before the current contract expires. The complexities and risks inherent in such projects are significant and in a world with Covid and a cyberattack, work has not been able to be done in preparation for an ITT at contract end. In addition, the experience of other Local Authorities and feedback from suppliers recommends that 6 months be factored into any procurement to allow for the replacement of assets if a new supplier is appointed, two which at least 4 months to run a tendering process, including evaluations and contract execution.
- **Option 3: Recommended: Complete the assessment of the costs, risks and benefits of the two options 1 and 2 above.** This will ensure a sound basis for whatever decision the Council takes going forward. This will also require an extension of the current contract which is due to expire at the end of August 2021. It is estimated that an extension up to 18 months, subject to agreement by the provider, should be sufficient to complete the study and implement any decisions taken. A 12 months and a further 6

months (subject to Director's approval without going to CPIC or HPB) is preferable and will be easier to agree with the incumbent provider and allow sufficient time to present a Business Case in January 2022, with well-investigated and jointly agreed options, for CPIC's consideration. This will ensure a smooth transition to whatever option is decided by CPIC, with minimum adverse impact on staff, the Council and the public.

6. BENEFITS REALISATION / LESSONS LEARNED

- 6.1.** Approving the extension will allow the Council to continue to receive monthly income throughout the extension period.
- 6.2.** It importantly allows the Council to continue using the existing infrastructure, and toilet facilities at Dalston, to provide service related and emergency information to our residents throughout the extension period
- 6.3.** It will provide the necessary time for officers and services to help inform future procurement options for the Council.
- 6.4. Strategic Context:** This paper seeks approval to extend our current external advertising contract, to
- 6.4.1. allow the Council to align future procurements with the authority's rebuilding a greener Hackney policies, and public realm strategic approach, planning regulations and Waste and Hygiene maintenance programs
 - 6.4.2. look at options for a digital first approach which will speed up our communications with our residents and businesses. The pandemic has demonstrated the strategic importance of maintaining clear communications through a number of different channels including outdoor media
 - 6.4.3. adopt a robust Planning Performance Agreement (PPA) methodology to assess planning regulations and process and allow the Council to complete a large number of applications within one specified project and timeframe.

6.5. Preferred Option: Option 3:

The preferred option would be for the Council to agree to extend this contract by 12 months, and a further 6 more months if necessary (subject to Director's approval without going to CPIC or HPB). Work will be carried out with internal stakeholders (Planning, Hygiene Services and procurement), and a full Business Case will be presented to seek approval to re-tender the Council's External Advertising contract.

The preferred option provides a balanced and evidence based methodology that officers can follow to provide all the additional information and insight relating to this contract.

6.6. ALTERNATIVE OPTIONS (CONSIDERED AND REJECTED)

Options 1 and 2 described in paragraphs 5.6 above were considered before arriving at this decision to recommend the adoption of Option 3. A decision not to extend the current contract and remove all advertising infrastructure from the given sites will lead to:

- Loss of income including business rates highlighted in paragraph 5.5 above
- Loss of easy to manage, and strategic external communications channel.
- Significant increases in operational and maintenance costs for Hygiene services should want to retain the two toilets.

As explained in paragraph 5.6 (option 2), it is not possible to undertake a procurement exercise immediately. Further consultations and evidence gathering needs to be undertaken to obtain a clearer estimate first the potential, in monetary and sustainability terms, of the Council's estate, secondly the costs, risks and benefits of available procurement strategies and also the costs and benefits of the various remuneration approaches i.e. fixed rental fee or part fixed and part activity-related.

6.7. Success Criteria/Key Drivers/Indicators:

The main driver for this recommendation in Option 3 is the maintenance of service continuity and the minimisation of the impact on the Council and the public that is likely to result from a sudden or unplanned transition from the current situation.

6.8. Whole Life Costing/Budgets:

No significant costs will arise as a result of implementing this decision to extend the current contract. Annual revenue of £115,000 to the Council will be maintained.

6.9. Policy Context:

Council policies and strategies that are relevant to these services include Rebuilding a greener Hackney, Public Realm decluttering approach, and the Sustainable Procurement Strategy. Keeping residents informed and safe during the 2020 pandemic was a clear gold priority. Councils have huge and challenging responsibilities, which require effective communications, and delivering information in the right channel. The external advertising units provide the Council with infrastructure, which is maintained by a supplier, requires no future capital investment from the Council, and generates good revenue in return.

The recommended extension will allow the relevant stakeholders in this service to ensure that any future decision taken by the Council is based on evidence to best support the Council's strategic goals.

6.10. Consultation/Stakeholders:

Consultations with stakeholders, in particular with planning and members are ongoing in order to agree future requirements for this project. Initial consultations with suppliers and other local authorities have already taken

place and have shown that there is a competitive supplier market interested in delivering the potential future re-procurement..

6.11. Risk Assessment/Management:

This report seeks approval to extend the current contract by 12 months and a further 6 months (subject to Director's approval without going to CPIC or HPB). This will allow us to build in a contingency, should we need to, especially given the COVID situation at the moment. All costs associated with the option to re-procure similar contracts during the contract extension period shall be ascertained and reported on in the Business Case to be presented in January 2022 where a decision regarding the future of these arrangements shall be sought.

6.12. End of contract infrastructure removal

All infrastructure is owned by the current supplier, and must be removed, based on the contract terms. Removing or installing large assets or new equipment will be challenging, have a number of processes that need to be followed, and are dependent on Council approval. This could potentially have an impact on income, during the period where the Council changes from one supplier to another. Work carried out during the extension with our current supplier, will therefore also include negotiations around removal and upgrade of assets to inform any future reprocurement.

No risks resulting from the recommended contract extension have been identified.

6.13. Market Testing (Lessons Learnt/Benchmarking Marking): Market testing activities undertaken in November to December 2020 have highlighted alternative means of generating revenue and sustainability benefits from these services. However, these have to be investigated further. The current recommendation is therefore to extend the current contract in order to allow the commissioning team time to carry out and conclude its investigations and provide appropriate recommendations for the future in January 2022.

6.14. Savings:

No identified savings will arise as a result of this contract extension. It is however hoped that, if agreed, the contract extension will afford stakeholders time to engage with each other and make value-adding proposals to the Council for the future at the end of the extension period. Options 1 and 2 both lead to loss of income, and increase costs to the Council.

7. SUSTAINABILITY ISSUES

7.1. The recommended extension of the current contract will not have any significant additional sustainability impacts on the London Borough of Hackney as it will maintain the status quo. It will however enable the Commissioning services to undertake further consultations on the benefits/disbenefits of these types of services, in order to consider the most appropriate ways of improving sustainability outcomes. This approach will feed into recommendations to be submitted to CPIC in January 2022, if this extension is approved.

7.2. Procuring Green

Consideration is being given at this time to reassess the future physical infrastructure requirements i.e. after the recommended extension period, in terms of the number of sites and other infrastructure specifications. This will be in line with the Council's Public Realm strategy and will result in a more modern, and more sustainable set of infrastructure assets with reduced energy consumption and less paper usage, while potentially delivering more or the same amount of revenue for the Council.

7.3. Procuring for a Better Society

The ongoing consultations will include a cost-benefits analysis from a Social Value perspective of having these assets on sidewalks. This analysis will inform the recommendations in the proposed business Case to be presented to CPIC in January 2022.

7.4. Procuring Fair Delivery

The recommended contract extension will also provide the opportunity to review all social and ethical benefits and related costs associated with the provision of these assets. This review will also inform the recommendations in the report to be presented to CPIC in January 2022.

7.5. Equality Impact Assessment and Equality Issues

An issue which has long been thought to affect this contract is the location of the physical units within the public realm. All units in the current contract are located on pavements throughout the borough including two public toilets. In most cases the pavements are wide enough not to impede accessibility or mobility of any users of these pavements. As part of the work identified to be carried out during the contract extension, we will follow a Planning Performance Agreement (PPA) methodology supported by accessibility guidance provided by the Council's Policy team. Following this process will ensure the Council can identify sites which may be more at risk of not conforming to planning regulations, and accessibility criteria in the current climate.

All past complaints about these advertising panels have been about content displayed on the units, which follows our planning complaints procedure. The Council will engage further with our policy, communications and planning teams to build a set of specifications and criteria into our KPIs, which will help to inform what type of content is not in line with Council policies, and cannot be displayed. It should be noted that creating 'Black lists', or banning certain brands will have an impact on income potential.

8. PROPOSED PROCUREMENT ARRANGEMENTS

8.1. Procurement Route and EU Implications: The contract extension recommended under this report is allowable under the Concession Contract

Regulations 2016, given that the value of the extension is less than 50% of the contract's value, estimated at £15million over 20 years, so long as this extension is implemented during the life of the contract i.e. before the contract expires on 31/08/2021. Procurement options will be further explored and reported on, in the next CPIC report regarding these services, in January 2022.

8.2. Resources, Project Management and Key Milestones: The contract extension will require legal input in order to draft the deed of variation, in accordance with the approvals given by CPIC in response to this report. The timetable for formalising the recommended extension i.e. the subject of this report, if approved by CPIC, shall be as set out below:

The table below highlights key milestones to facilitate an extension of our current contract, to enable further internal and external consultation to be completed.

Key Milestones	
Extension Report approval by CPIC	19h July 2021
Drafting of Deed of Extension	19th August 2021
Sealing of Deed of Extension	26th August 2021
Stakeholder consultations complete	December 2021
EMKDN	17th Dec 2021 or 14th Jan 2022
Final Business Case to CPIC for approval	17th Jan. or 14 Feb. 2022
Implementation of CPIC decision	Jan. 2022 to Aug. 2022
End of extension arrangements (subject to approved extensions)	31st August 2022

8.3. Contract Documents: Anticipated contract type

This paper is submitted in conjunction with a legal record of contract variation document, detailing the requirements and works to be completed during the extension period.

8.4. Sub-division of contracts into Lots

N/A

8.5. Contract Management:

Over the extension period the contract will be managed by the Head of Marketing and Commercial Services via quarterly meetings with the supplier where issues and complaints can be raised. The approach to contract management post the extension period, if the services are re-procured, shall also be outlined in the report to CPIC in January 2022. This report seeks approval to extend the current contract by 12 months and a further 6 months (subject to Director's approval without going to CPIC or HPB), from 1/09/2021,

in return for an annual payment to the Council of approximately £115,000 over the extension period and £57,000 over the additional 6 months if required. The contract extension is a key decision which affects more than two wards due to the infrastructure sites, being located in most wards across the borough. The extension will also allow the Council to retain the operation and maintenance of the toilets included in this contract, and continue to provide an important communication channel to the Council's residents and businesses.

8.6. Key Performance Indicators:

During the extension period, the management of the contract shall continue as is currently practiced. This includes a monthly supplier meeting covering maintenance and operational concerns, financial monitoring and planning for future reprocurement, plus agreements on end of contract removal or transfer process.

9. COMMENTS OF THE GROUP DIRECTOR FINANCE AND CORPORATE RESOURCES

9.1. This report is seeking approval for an extension to the current Hackney Council concession contract with a provider for the provision and maintenance of Outdoor Advertising Panels and Advertising Services contract by 12 months and a further 6 months (subject to Director's approval without going to CPIC or HPB), from 1/09/2021. The extension will also allow the Council to retain the operation and maintenance of the toilets included in this contract, and continue to provide an important communication channel to the Council's residents and businesses.

9.2. The annual payment to the Council will be approximately £115,000 over the extension period and £57,000 over the additional 6 months if required. The income is already factored into the service base budget to maintain existing services. However, it is worth noting there are risks associated with income due to clauses in the contract, for example Covid19 pandemic 2020/21 reduced the income to the Council.

10. VAT Implications on Land & Property Transactions

No changes, or additional VAT implications are anticipated from what currently applies as the only change to be implemented is the extension of the duration of the contract by 12 to 18 months.

11. COMMENTS OF THE DIRECTOR, LEGAL & GOVERNANCE SERVICES

11.1. This report concerns a contract extension to an existing contract between the Provider and the Council. This report constitutes a key decision within the meaning of Article 13, paragraph 13.5 of the Constitution in that it is likely to have significant effects on communities living or working in an area comprising 2 or more wards, across the Borough. In accordance with paragraph 13.6 of Article 13 of the Constitution, key decisions may be made by Cabinet, as such this report is being presented to Cabinet Procurement and Insourcing Committee in its capacity as a Committee of Cabinet.

- 11.2.** Under Regulation 43(1)(b) of the Concession Contracts Regulations 2016, it is permissible to modify a contract within its term where additional works or services by the original concessionaire that have become necessary and were not included in the initial concession contract where a change of concessionaire, cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial concession contract, and would cause significant inconvenience or substantial duplication of costs for the contracting authority or utility, provided, in the case of a concession contract awarded by a contracting authority, that any increase in value does not exceed 50% of the value of the original concession contract.
- 11.3.** Under the Concession Contracts Regulations the total value of the contract is calculated with reference to Regulation 9(3), in which the value of a concession contract shall be the total turnover of the concessionaire generated over the duration of the contract, net of value added tax, as estimated by the contracting authority or utility, in consideration for the works and services which are the object of the concession contract and for the supplies incidental to such works and service. The total value of the contract is therefore estimated at £15m for the 20 years. The value of the proposed extension, therefore does not exceed 50% of the value of the original contract.
- 11.4.** Additionally, under Regulation 43(1)(e) of the Regulations, modification is permissible where the modification, irrespective of value, is not deemed to be substantial within the meaning of the Regulations. The proposed extension does not render the original concession materially different in character and does not extend the scope of the concession contract.
- 11.5.** Legal Services will assist in the drafting of documentation, as required.

12. COMMENTS OF THE PROCUREMENT CATEGORY LEAD

- 12.1.** This report sets out the recommendation to extend the current contract by 12 months and a further potential further 6 months (subject to Director's approval without going to CPIC or HPB), from 1/09/2021. During this period of extension a full options appraisal will be carried out with with internal stakeholders (Planning, Hygiene Services and procurement), learning from the market engagement exercise and other Councils will be taken into consideration and a full Business Case will be presented to CPIC in January 2022 to seek approval to re-tender the Council's External Advertising contract.

APPENDICES

[Outdoor Advertising Contracts-Record of Contract Variation \(Within CSO4.5\) Hackney Asset list \[2020\]](#)

[Print based unit location map](#)

[Digital unit locations map](#)

EXEMPT

There are no exemptions for this report.

CONFIDENTIAL

There are no confidential conditions in this report

BACKGROUND PAPERS

None

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Planning Service

Pre-Application Response

Site Address:

Various sites across the London Borough of Hackney

Date:

18 March 2022

Hackney Reference:

adverts PPA

Planning Officer:

Danny Huber / John Tsang

Agent Name and Address:

Jonathan Lyons

jonathan.lyons@hackney.gov.uk

Proposal:

Proposed installation of freestanding double-sided digital information advertisement panels across 53 sites within the London Borough of Hackney

Pre-Application Advice

Site Description, Site History and Policy Designations:

This pre-application report relates to a batch of 53 sites that currently contain freestanding double-sided advertisement panels. It appears that the existing panels have obtained advertisement consent since before digital records of Hackney's planning history began in 1995. These sites have been identified by Marketing & Commercial Services for potential to provide freestanding double-sided digital advertisement signs.

All sites currently contain existing similar signs; however, they are of the static variety, where the displays cannot be quickly changed. The proposal seeks to upgrade the signs to digital displays (where the displays can be changed instantaneously). The proposal indicates that vital information can be provided to the community at short notice (unlike static signs, which require the manual changing of displays). The size of the proposed digital panels are larger and different in appearance, such as the base of the panel (which is wider)..

The proposed signs are located across the borough, including Stoke Newington, Dalston, Homerton, Hackney Central, as well as in the city fringe. Thirty seven of these sites are positioned on TfL land. Eight of these signs were granted in 2017 on condition that they be removed 5 years from the date of the consent (1 February 2022).

General Planning History

A search under the term “freestanding” advertisements on the Council’s system shows that a total of 273 advertisement consent applications have been submitted since 1995. Of these, 154 are shown as ‘approved’, 58 ‘refused’ and 61 ‘withdrawn’.

The main bulk of these applications were submitted in 1997 (111 applications), with 31 applications submitted in 2015, and 39 applications submitted in 2017.

The system does not show the location of these applications prior to 2001; applications submitted since 2001 indicate that the adverts were proposed across the borough.

It should be noted that, whilst 154 applications were approved, not all of these may have been implemented. Similarly, some of these may also be resubmitted applications (for either a renewal of previous consent or following a previous refusal).

Furthermore, some of these applications may not be the freestanding structures of the type relevant to this proposal. For example, consent was granted in 2010 and 2011 for freestanding signage at the Hackney Service Centre (HSC). These would appear to be the directional signs that are located outside the entrance of the HSC. Similarly, some of these historic applications relate to signage fixed to bus stops.

It is understood that a number of advertisement consent applications were submitted to the Council following an agreement between the Council and advertising companies. These would appear to have been submitted in 1997 where a total of 111 applications were submitted..

Whilst many of these historic consents cannot be accessed following the cyber attack on the Council in October 2020, previous enforcement investigations indicate that those consents were granted unconditionally or with no specific requirement for their removal.

It is understood that a batch of nine advertisement consent applications were submitted to the Council in 2017 following an agreement between the Council and advertising companies. These consents were granted on specific condition that the signs be removed within 5 years of the date of the consent. Those consents were granted on 1 February 2017 and, as such, must be removed by 1 February 2022.

Policy Context:

The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (as amended) set out that powers under those Regulations shall be exercised in the interests of amenity and public safety, taking into account the provisions of the development plan, so far as they are material; and any other relevant factors.

The Planning Practice Guidance (PPG) sets out that in practice, ‘amenity’ is usually understood to mean the effect on visual and aural amenity in the immediate neighbourhood of an advertisement, and the local characteristics of the neighbourhood should always be considered. The National Planning Policy Framework sets out that the quality and character of places can suffer when advertisements are poorly sited and designed.

The following policies and guidelines are considered relevant in assessing the proposals.

Hackney Local Plan (adopted July 2020)

PP1 - Public Realm
LP1 - Design Quality and Local Character
LP2 - Development and Amenity
LP3 - Designated Heritage Assets
LP7 - Advertisements

Greater London Authority (GLA) London Plan (adopted 2021)

D4 - Delivering Good Design
D8 - Public Realm
HC1 - Heritage Conservation and Growth

Supplementary Planning Guidance/Documents (SPDs/SPGs)¹:

London Borough of Hackney Public Realm SPD

National Planning Policies:

National Planning Policy Framework (NPPF)
Planning Practice Guidance (NPPG)

Policy LP7 (Advertisements) of the Hackney Local Plan is the Council's specific planning policy in respect of advertisements. LP states:

“A. New advertisements must be of the highest standard of design and respect local character and context.

B. Applications for advertisement consent will only be permitted where they meet all of the following criteria. The advertisement must not:

- i. adversely affect the historic significance of buildings, and be sensitive to the character of an area through size and siting, especially those areas of historic significance; and***
- ii. contribute to an unsightly proliferation or clutter of signage in the local area and detract from the amenity of the street scene; cause a physical obstruction to the public realm; and cause visual intrusion by virtue of light pollution into adjoining residential properties, and avoid flashing internal or external illumination”.***

In addition to policy LP7, a number of other Hackney and London-wide policies (via the GLA's London Plan) are also relevant, which pay particular attention on the historic environment (where proposals are located in conservation areas or affect designated heritage assets) and the public realm (such as ensuring that proposals do not obstruct pedestrians or other highway users, and to ensure that proposals do not result in unnecessary street clutter). All of the above policies and guidelines will be taken into consideration when assessing proposals that are seeking advertisement consent.

1

Assessment of proposal:

Pre-application advice has been sought for a total of 53 sites that currently house freestanding advertisement panels. These existing panels provide static displays. The existing panels will be replaced with similar panels, albeit larger, and are of the digital variety. Advice is provided in turn, in number and order as provided by the applicants.

1. Pavement outside 225 City Road



The existing sign is located on a pavement outside the development site at 225 City Road. TfL is the highway authority.

The site does not lie in a conservation area, although the Underwood Conservation Area lies to the east.

The sign is rotated so that one side of the panel appears to be directed at vehicular traffic and the other side at pedestrians. A waste bin is sited immediately adjacent to the sign, adding to the visual clutter. The pavement appears narrow, with the sign taking up approximately 50% of the pavement.

Advertisement consent (ref. 2017/0415) was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent, the sign must be removed.

A replacement sign is not supported in this location.

2. Pavement outside 167 City Road



The existing sign is located on the pavement outside Eagle House, 167 City Road. TfL is the highway authority.

The site does not lie within a conservation area; Underwood Conservation Area lies to the north.

The sign is sited fairly centrally between the kerb (set in some 50cm) and the bollards denoting the forecourt of the building. Whilst the pavement is not considered to be narrow, the siting of the sign causes a pinch-point for pedestrians.

Advertisement consent (ref. 2017/0414) was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent, the sign must be removed.

A replacement sign is not supported in this location.

3. Pavement on Shoreditch High Street, at junction with Boundary Passage.



The existing sign is located on a pavement on Shoreditch High Street, near the junction with Boundary Passage. TfL is the highway authority.

The site does not lie within a conservation area, although South Shoreditch Conservation Area lies to the west.

Advertisement consent (ref. 2017/0380) was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent and the attached condition requiring its removal, the sign must be removed.

A replacement sign is not supported in this location.

4. Pavement outside Shoreditch High Street car park, Shoreditch High Street car park



The existing sign is located on the pavement directly outside the entrance to Shoreditch High Street car park. TfL is the highway authority.

The site lies within the South Shoreditch Conservation Area.

The pavement is narrow, and the sign is positioned at an angle so as to face the road. As the pavement is narrow, the siting of the sign causes a pinch-point for pedestrians. It may also cause a visual obstruction to highways users, particularly with cars entering and leaving the car park.

Advertisement consent (ref. 2017/0416) was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent and the attached condition requiring its removal, the sign must be removed.

A replacement sign is not supported in this location.

5. Pavement outside 21-33 Great Eastern Street



The existing sign is located on the pavement outside 21-33 Great Eastern Street. TfL is the highway authority.

The site lies within the South Shoreditch conservation area.

Due to the position of the sign, much of the footway is obstructed.

Advertisement consent was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent and the attached condition requiring its removal, the sign must be removed.

A replacement sign is not supported in this location.

6. Pavement outside 20 Great Eastern Street



The existing sign is located on the pavement outside 20 Great Eastern Street. TfL is the highway authority.

The site lies within the South Shoreditch conservation area.

The existing sign is centrally located away from the kerb. A planter is sited immediately adjacent to the sign, adding to the visual clutter. Whilst the pavement is not narrow, the sign and the planter significantly obstructs pedestrian movement.

Advertisement consent (ref. 2017/0384) was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent and the attached condition requiring its removal, the sign must be removed.

A replacement sign is not supported in this location.

7. Pavement outside 209 Hackney Road



The existing sign is located on the pavement outside 209 Hackney Road. Hackney Council is the highway authority.

The site lies within the Hackney Road conservation area.

The pavement is wide. The existing sign is located adjoining a mature tree (amongst a group of mature trees) that contributes to some amenity value. In addition, the more recent designation of the conservation area means that any future application must consider the siting of the sign and its impact on the conservation area.

It is recommended that a new location be found for the sign so that the sign is positioned away from the trees.

8. Pavement outside 201 Mare Street



The existing sign is located outside Mare Street Studios, 201 Mare Street, and near the entrance to backland of Cyntra Place. TfL is the highway authority.

The site lies within the Mare Steet conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. If this was the case, the Mare Street conservation area was designated in 2000 and, as such, any new application would require the assessment of its impact on the Mare Street conservation area. Currently largely free of street furniture, any such proposal is likely to result in an adverse impact on the character and appearance of the conservation area. The pavement is narrow and the siting of the structure obstructs pedestrian movement.

A replacement sign is not supported in this location.

9. Pavement on Dalston Lane, near junction with Clarence Road



The existing sign is located by the traffic lights near the junction of Dalston Lane and Clarence Road. Hackney Council is the highway authority.

The site does not lie within a conservation area, although the Clapton Square conservation area lies in close proximity immediately to the south and east.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide, however, the sign creates a pinch-point due to its position at the pedestrian crossing area.

It is recommended that the sign be repositioned so as not to cause pedestrian obstruction.

10. Pavement outside 24-30 Dalston Lane



The existing sign is located outside 24-30 Dalston Lane, west of the junction with Woodland Street. Hackney Council is the highway authority.

The site lies within the Dalston Lane West Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. If this was the case, and as the Dalston Lane conservation area was designated in 2005, any new application would also require the assessment of its impact on the conservation area. The area is currently largely free of street furniture, although numerous large commercial waste bins are located adjacent to the sign. The pavement is sufficiently wide when taking into account the forecourt of the building.

No objection is likely to be raised for a replacement sign in this location.

11. Pavement outside 21 Mare Street



The existing sign is located outside 21 Mare Street, north of the junction with Andrews Road. Hackney Council is the highway authority.

The site lies within the Regents Canal Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. If this was the case, and as the Regents Canal Conservation Area was designated in 2007, any new application would also require the assessment of its impact on the conservation area. Currently largely free of street furniture, any such proposal may result in an adverse impact on the character and appearance of the conservation area. Some 50% of the width of the pavement is also occupied by the existing sign, despite the existing sign being rotated to face on-coming traffic.

It is recommended that a new site within the locality is explored.

12. Pavement outside 19-23 Kingsland Road



The existing sign is located outside 19-23 Kingsland Road, south of the junction with Basing Place. TfL is the highway authority.

The site lies within the Kingsland Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Kingsland Road Conservation Area was designated in 1995 and so it is not known whether any grant of consent considered the impact of the proposal on the conservation area. However, the pavement is narrow, and the sign is positioned at an angle so as to face the road. As the pavement is narrow, the siting of the sign causes a pinch-point for pedestrians. It may also cause a visual obstruction to highway users.

A replacement sign is not supported in this location.

13. Pavement outside 372 Kingsland Road



The existing sign is located outside the former Fox public house, 372 Kingsland Road, south of the junction with Middleton Road. TfL is the highway authority.

The site lies within the Kingsland Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Kingsland Road Conservation Area was designated in 1995 and so it is not known whether any grant of consent considered the impact of the proposal on the conservation area. The pavement appears to be sufficiently wide, however, there appears to be excess visual clutter due to the siting of the existing sign alongside cycle racks, lamppost and telephone box.

It is recommended that the sign be repositioned so as not to cause pedestrian obstruction.

14. Pavement under railway bridge, Kingsland Road



The existing sign is located under the railway bridge, north of the junction with Drysdale Street. TfL is the highway authority.

The site lies within the Kingsland Conservation Area.

The pavement is narrow and the siting of the panel centrally creates an obstruction for pedestrians. Advertisement consent (ref. 2017/0413) was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent and the attached condition requiring its removal, the sign must be removed.

A replacement sign is not supported in this location.

15. Pavement outside 230-240 Stoke Newington High Street



The existing sign is positioned outside 230-240 Stoke Newington High Street, north of the junction with Cazenove Road. TfL is the highway authority.

The site does not lie within a conservation area, although the Stoke Newington Conservation Area lies to the west.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement appears to be sufficiently wide, however, the existing sign is positioned centrally on the pavement, obstructing pedestrian movement.

It is recommended that a new sign be repositioned in order to create sufficient footway width for pedestrians.

16. Pavement outside 40 Stoke Newington Road.



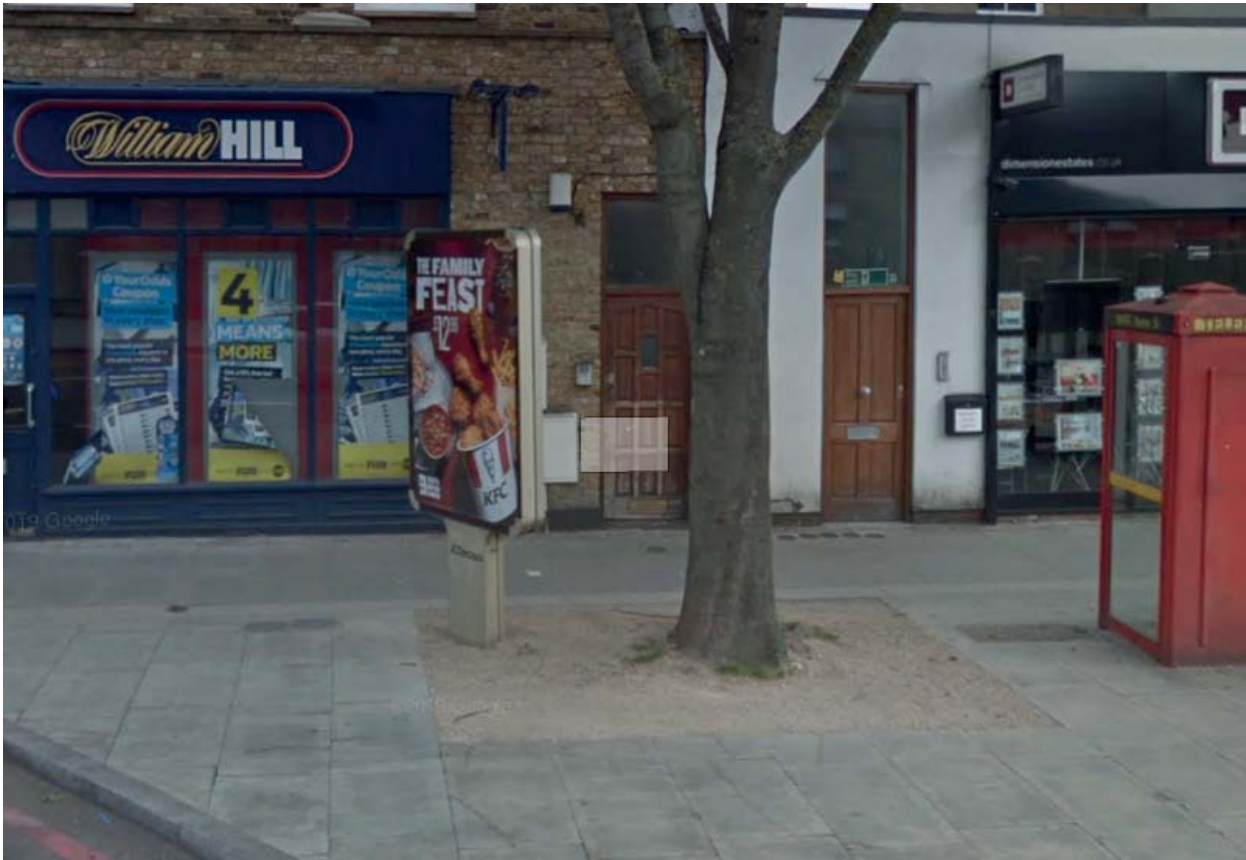
The existing sign is positioned on the pavement outside 40 Stoke Newington Road, south of the junction with Arcola Street. TfL is the highway authority.

The site lies within the Dalston Conservation Area.

Due to its position, the existing sign creates some obstruction to the pedestrian highway. No advertisement consent was found and, as such, this may be a pre-2000 consent. The Dalston Conservation Area was designated in 2016 and so any new application must also consider the impact of the proposal on the conservation area.

A proposed sign is not supported in this location.

17. Pavement outside 150 Lower Clapton Road



The existing sign is located outside 150 Lower Clapton Road, south of the junction with Millfield Road. TfL is the highway authority.

The site lies within the Clapton Pond Conservation Area.

The pavement appears to be sufficiently wide although the siting in close proximity to the tree raises concerns over the impact of the structure on the health of the tree. No advertisement consent was found and, as such, this may be a pre-2000 consent. The Clapton Pond Conservation Area was designated in 1971 and so any application might have considered the impact of the proposal on the conservation area.

It is recommended that a new location be explored, or the site to be assessed, in order to protect the health of the tree.

18. Pavement outside Wentworth House, Upper Clapton Road



The existing sign is located on the pavement outside Wentwood House, Upper Clapton Road, between the junctions with Rosendale Street to the south and Cazenove Road to the north. TfL is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The pavement is wide, however, the sign creates a pinch-point due to its centrally-located position away from the kerb.

It is recommended that a new position be explored to ensure that any new sign will not obstruct pedestrian movement.

19. Pavement on the north east junction of the Lea Bridge roundabout, Upper Clapton Road



The existing sign is located on the pavement on Upper Clapton Road, on the north east junction (with Lea Bridge Road) of the Lea Bridge roundabout. TfL is the highway authority.

The site does not lie within a conservation area, although the Clapton Pond Conservation Area lies to the south, and the Lea Bridge conservation area lies to the east.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign is set in away from the footway.

No objection is likely to be raised for a replacement sign in this location.

20. Pavement outside 2 Woodberry Down, Seven Sisters Road



The existing sign is located on the pavement outside 2 Woodberry Down, at the junction with Seven Sisters Road. TfL is the highway authority.

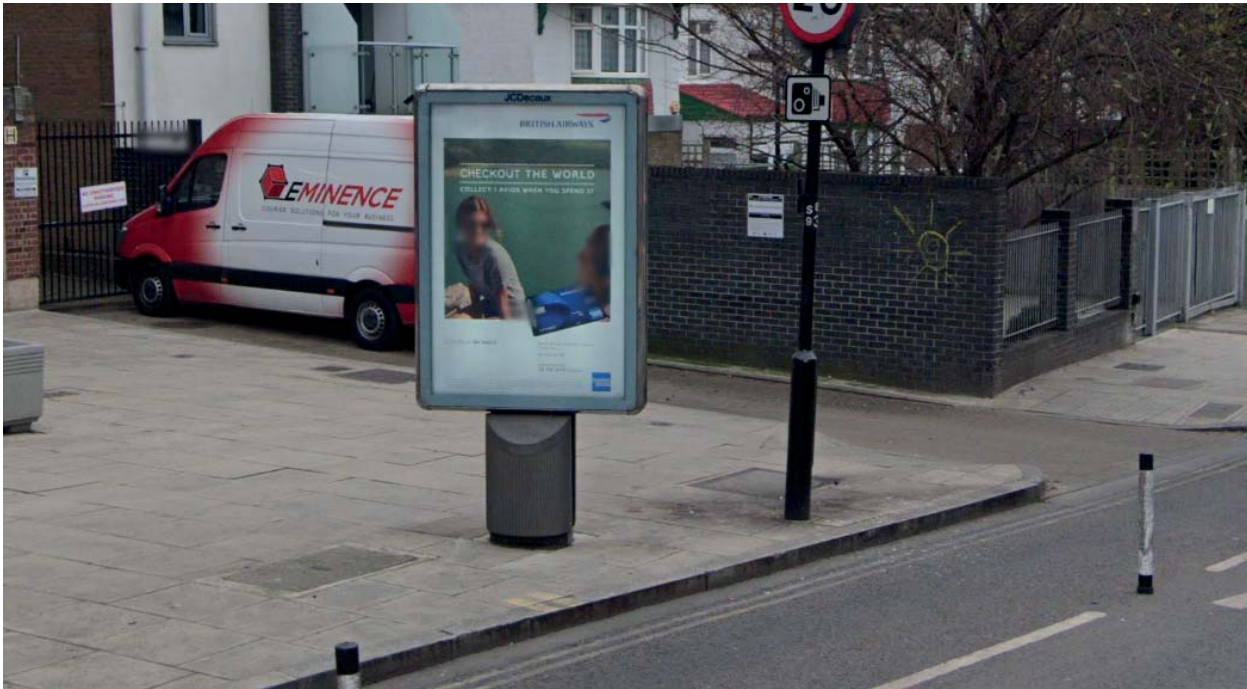
The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign and sufficient width remains for the free flow of pedestrian movement.

No objection is likely to be raised for a replacement sign in this location.

21. Pavement outside 274 Green Lane



The existing sign is located on a pavement outside 274 Green Lane. Hackney Council is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign and sufficient width remains for the free flow of pedestrian movement.

No objection is likely to be raised for a replacement sign in this location.

22. Pavement at the junction of Dalston Lane and Martell Place



The existing sign is located on a pavement at the junction of Dalston Lane and Martell Place. Hackney Council is the highway authority.

The site does not lie within a conservation area, although the Graham Road & Mapledene Conservation Area lies to the east.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign and sufficient width remains for the free flow of pedestrian movement.

No objection is likely to be raised for a replacement sign in this location.

23. Pavement on the north west junction of the Lea Bridge roundabout, Upper Clapton Road



The existing sign is located on a pavement on the Lea Bridge roundabout, Upper Clapton Road, on the north west junction with Kenninghall Road. TfL is the highway authority.

The site does not lie within a conservation area, although the Clapton Pond Conservation Area lies to the south, and the Lea Bridge Conservation Area lies to the east.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign is set in away from the footway.

No objection is likely to be raised for a replacement sign in this location.

24. Pavement outside 15 Chatsworth Road



The existing sign is located on the pavement outside 15 Chatsworth Road, north of the junction with Clifden Road. Hackney Council is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The sign is positioned near a newspaper storage box as well as outdoor seating serving the adjoining cafe premises. As a result, the sign would create an obstruction of the pedestrian highway.

It is recommended that any new sign be positioned elsewhere in the locality in order to avoid an obstruction to the highway.

25. Pavement outside 118 Lower Clapton Road, after Laurel Place



The existing sign is located on the pavement outside 118 Lower Clapton Road, south of the junction with Lauren Place. TfL is the highway authority.

The site does not lie within a conservation area, although the Clapton Pond Conservation Area lies to the north, and the Clapton Square Conservation Area lies to the south.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The pavement is wide and the existing sign is set in away from the footway.

No objection is likely to be raised for a replacement sign in this location.

26. Pavement outside 243 Lower Clapton Road



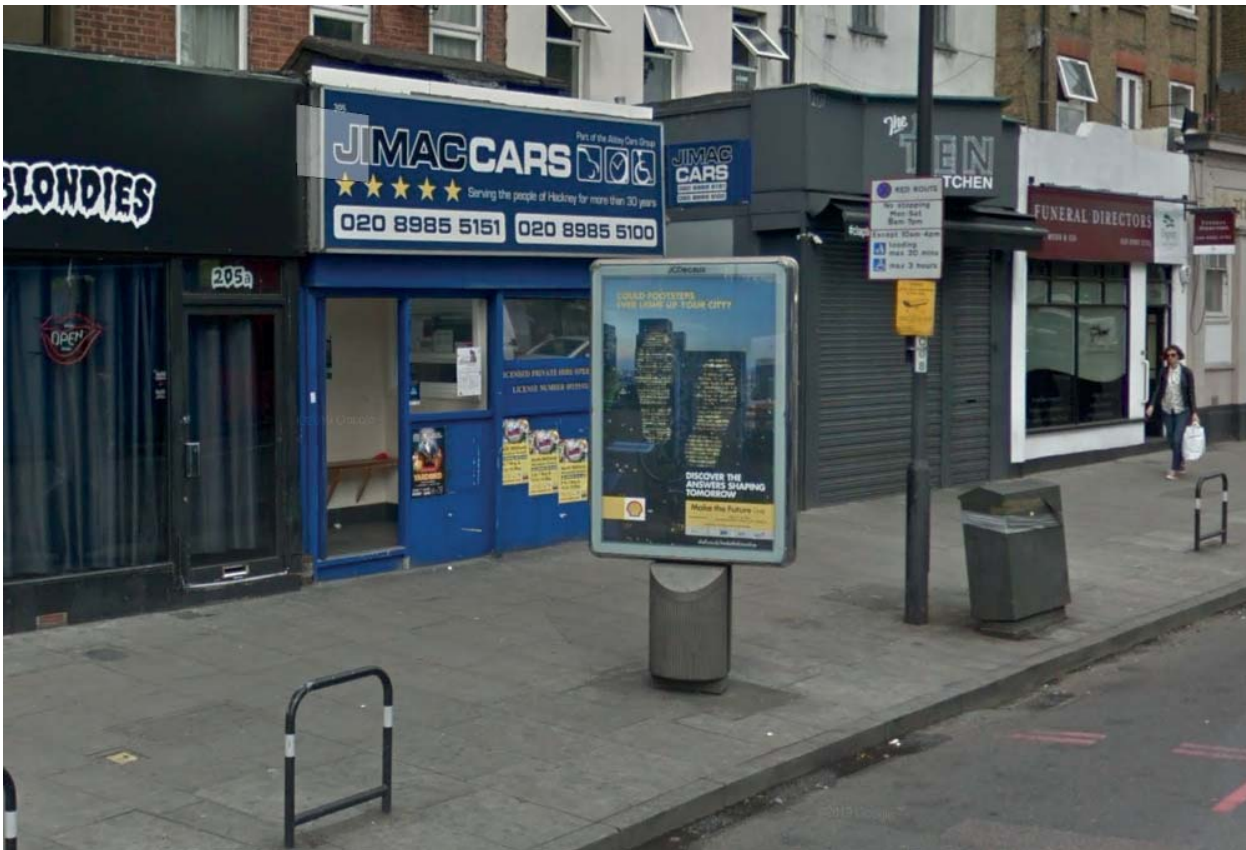
The sign is located outside 243 Lower Clapton Road, on the south west junction (with Kenninghall Road) of the Lea Bridge roundabout. TfL is the highway authority.

The site does not lie within a conservation area, although the Clapton Pond Conservation Area lies to the south.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The pavement is wide and the existing sign is set in away from the footway.

No objection is likely to be raised for a replacement sign in this location.

27. Pavement outside 205 Lower Clapton Road



The existing sign is located on the pavement outside 205 Lower Clapton Road, north of the junction with Cricketfield Road. TfL is the highway authority.

The site lies within the Clapton Pond Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Clapton Pond conservation area was designated in 1971 and so any application might have considered the impact of the proposal on the conservation area. The pavement appears to be sufficiently wide although the presence of bins, signage, and bike stands introduce clutter on this part of the street.

It is recommended that a new position be explored for any new sign in order to reduce the visual clutter in this part of the Conservation Area.

28. Pavement outside 143-145 Clapton Common



The existing sign is located on a pavement outside 143-145 Clapton Common, west of the junction with Leweston Place. TfL is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign is set in away from the footway.

No objection is likely to be raised for a replacement sign in this location.

29. Pavement outside 174 Clapton Common



The existing sign is located outside 174 Clapton Common, east of the junction with Stamford Hill. TfL is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The pavement is wide, however, the sign is set into the pedestrian footway, which reduces the space available for users.

It is recommended that any new sign is positioned less centrally in order to avoid the obstruction of the pavement.

30. Pavement outside 331 Mare Street



The existing sign is located on the pavement outside 331 Mare Street, north of the junction with Graham Road. Hackney Council is the highway authority.

The site lies within the Town Hall Square Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Town Hall Square Conservation Area was designated in 1995 and so any application might have considered the impact of the proposal on the conservation area.

The existing sign is incorporated into a seating structure. The pavement appears to be sufficiently wide although the structure is tall and prominent. The presence of bins, posts and signage contribute to clutter on this part of the street.

It is recommended that any new panel be reduced in size in attempt to address the proliferation of advertisements.

31. pavement outside 359-363 Mare Street



The existing sign is located on the pavement outside McDonalds, 359-363 331 Mare Street, on the “Narrow Way”. Hackney Council is the highway authority.

The site lies within the Clapton Square Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Clapton Square Conservation Area was designated in 1969 and so any application might have considered the impact of the proposal on the conservation area.

The existing sign is incorporated into a seating structure, The pavement is sufficiently wide although the structure is tall and prominent. The presence of bins, posts and signage contribute to clutter on this part of the street. In particular, the Clapton Square conservation area appraisal (in paragraph 7.2. “Weaknesses”) lists a number of negative impacts on the conservation area, including street furniture: “*Multiplicity of street furniture – bins, signage, bus shelters etc. – all providing a very cluttered visual appearance*” .

It is recommended that any new panel be reduced in size in attempt to address the proliferation of advertisements.

32. Pavement outside 1 Kingsland High Street



The existing sign is displayed on a public convenience structure on the pavement in Kingsland Passage, outside 1 Kingsland High Street. Hackney Council is the highway authority.

The site lies within the Dalston Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The Dalston Conservation Area was designated in 2016 and so any new application must also consider the impact of the proposal on the conservation area.

The existing sign is incorporated into a public convenience structure. Due to the size and position of the structure, some highway obstruction is created. The structure appears at odds with the prevailing streetscene, particularly given its siting outside a locally listed building (1 Kingsland High Street) and opposite a Building of Townscape Merit. The Dalston Conservation Area appraisal (in paragraph 6.2. "Weaknesses") lists "the most negative features of the Conservation Area", and includes: "*the visual clutter of street furniture all along Kingsland High Street*". However, it is acknowledged that the public convenience structure is likely to be lawful.

No objection is likely to be raised for a replacement sign in this location.

33. Pavement outside 25 Kingsland Road



The existing sign is located on the pavement outside 19-25 Kingsland Road, north of the railway bridge, and the junction with Drysdale Street. TfL is the highway authority.

The site lies within the Kingsland Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The Kingsland Conservation Area was designated in 1998 and so it is not known whether any consent took into account the impact of the sign on the conservation area. Any new application must therefore also consider the impact of the proposal on the conservation area. The pavement is narrow and the siting of the panel creates an obstruction for pedestrians. The sign is positioned up against an existing lamp post, creating visual clutter.

A replacement sign in this location is not likely to be supported.

34. Pavement outside 32-44 Dalston Lane



The existing sign is located on the pavement outside Dalston Local Store, 32-44 Dalston Lane, west of the junction with Laurel Street. Hackney Council is the highway authority.

The site does not lie within a conservation area, although it is surrounded by the Dalston Conservation Area to the north, east and west.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is wide and the existing sign is set in away from the footway.

No objection is likely to be raised for a replacement sign in this location.

35. Pavement outside 125-127 Mare Street



The existing sign is located on the pavement outside 125-127 Mare Street, at the junction with Westgate Street. Hackney Council is the highway authority.

The site lies within the Mare Street Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. If this was the case, the Mare Street conservation area was designated in 2000 and, as such, any new application would require the assessment of its impact on the Mare Street Conservation Area.

The pavement is sufficiently wide for the sign not to cause obstruction. However, the area consists of various street furniture, including planters, traffic signs, trees and bike stands. Any such proposal will take into account whether a new sign will be likely to result in an adverse impact on the character and appearance of the conservation area, particularly amongst other existing street furniture.

No objection is likely to be raised for a replacement sign in this location.

36. Pavement outside 257 Mare Street



The existing sign is located on the pavement outside 257 Mare Street, north of the junction with Ellingfort Road. Hackney Council is the highway authority.

The site lies within the Mare Street conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Mare Street Conservation Area was designated in 2000 and so any consent granted (pre-2000) would not have considered the impact of the proposal on the Conservation Area. Any new application would therefore require the assessment of its impact on the Mare Street Conservation Area.

The pavement is sufficiently wide for the existing sign not to cause obstruction. However, the sign is positioned between a tree and a lamppost, with bollards nearby. A new application must take into account whether a new sign will be likely to result in an adverse impact on the character and appearance of the conservation area, particularly amongst other existing street furniture.

It is recommended that any new application explores a new position in the locality in order to address visual clutter, however, it should be mindful that any alternative location does not in turn result in other negative impacts given its location.

37. Pavement outside St Thomas' Square, Mare Street



The sign is located on the pavement outside St Thomas' Square, south of the junction with the St Thomas' Square road. Hackney Council is the highway authority.

The site lies within the Mare Street Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Mare Street Conservation Area was designated in 2000 and so any consent granted (pre-2000) would not have considered the impact of the proposal on a conservation area. Any new application would therefore require the assessment of its impact on the Mare Street Conservation Area.

The pavement is sufficiently wide for the existing sign not to cause significant obstruction. A new application must take into account whether a new sign will be likely to result in an adverse impact on the character and appearance of the conservation area; in this respect, the sign's position in front of St Thomas' Square is likely to adversely impact the character and appearance of the conservation area

A proposed replacement sign is unlikely to be supported in this location.

38. Pavement outside 104 Mare Street



The sign is located on the pavement outside 104 Mare Street, south of the junction with Tudor Road.

The site lies within the Mare Street conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Mare Street Conservation Area was designated in 2000 and so any consent granted (pre-2000) would not have considered the impact of the proposal on the Conservation Area. Any new application would therefore require the assessment of its impact on the Mare Street Conservation Area.

The pavement is sufficiently wide for the existing sign not to cause significant obstruction. However, the sign is positioned between a tree and a lamppost, with bollards and bins nearby. A new application must take into account whether a new sign will be likely to result in an adverse impact on the character and appearance of the conservation area, particularly amongst other existing street furniture.

It is recommended that any new application explores a new position in the locality in order to address visual clutter, however, it should be mindful that any alternative location does not in turn result in other negative impacts given its location.

39. Pavement outside 398 Kingsland Road



The existing sign is located on a public convenience outside 19-23 Kingsland Road, south of the junction with Basing Place. Hackney Council is the highway authority.

The site lies within the Kingsland Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Kingsland Road Conservation Area was designated in 1995 and so it is not known whether any grant of consent considered the impact of the proposal on the conservation area.

No objection is likely to be raised for any new proposal on this site.

40. Pavement outside 250-256 Kingsland Road



The existing sign is located outside Congress House, 250-256 Kingsland Road, south of the junction with Lee Street. TfL is the highway authority.

The site lies within the Kingsland Conservation Area.

Advertisement consent (ref. 2010/2292) was granted on 12 November 2010.

No objection is likely to be raised for any new proposal on this site.

41. Pavement outside Homerton Library, Homerton High Street



The existing sign is located on the pavement outside Homerton library, Homerton High Street, east of the junction with Brooksby's Walk. TfL is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide, however, the position at the junction may result in some visibility issues for highway users.

No objection is likely to be raised to a new proposal on this site.

42. Pavement outside Cardinal Pole School, Morning Lane



The existing sign is located on the pavement outside Cardinal Pole School, Morning Lane, east of the junction with Ponsford Street. Hackney Council is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide and is generally free of clutter.

No objection is likely to be raised to a new proposal on this site.

43. Pavement outside 61 Mare Street



The existing sign is located on the pavement outside 61 Mare Street, north of the junction with Ash Grove. Hackney Council is the highway authority.

The site does not lie within a conservation area, although the Beck Street Conservation Area lies to the north and the Regents Canal Conservation Area lies to the south.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide and is generally free of clutter.

No objection is likely to be raised to a new proposal on this site.

44. Pavement outside 239 Old Street



The existing sign is located on the pavement outside 239 Old Street. TfL is the highway authority.

The site does not lie in a conservation area, although it lies adjacent to the South Shoreditch Conservation Area.

Advertisement consent was granted on 1 February 2017 for the installation of a freestanding sign, conditional upon its removal within 5 years of the date of the consent.

Following the expiry of the 2017 consent and the attached condition requiring its removal, the sign must be removed.

A replacement sign is not supported in this location.

45. Pavement outside 436 Kingsland Road



The existing sign is located on the pavement outside 436 Kingsland Road, south of the junction with Richmond Road. Hackney Council is the highway authority.

The site lies within the Kingsland Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Kingsland Road conservation area was designated in 1995 and so it is not known whether any grant of consent considered the impact of the proposal on the conservation area.

The existing sign is positioned on an 'island', which also serves as a parking area, and houses various street furniture such as cycle stands, bins, bollards, traffic signs, lampposts and also trees. It also serves as a pedestrian crossing. The existing sign is positioned adjacent to the crossing, and may affect the free flow of pedestrians. Similarly, the number of items on the island contributes to the unnecessary clutter of the site with street furniture. Any new proposal should be relocated in order to address concerns of street clutter, the impact on the conservation area, and pedestrian obstruction.

A new proposal in this location is unlikely to be supported.

46. Pavement outside 231 Kingsland Road



The existing sign is located on the pavement outside 231 Kingsland Road, north of the junction with Nuttall Street. TfL is the highway authority.

The site lies within the Kingsland Conservation Area.

No advertisement consent was found and, as such, this may be a pre-2000 consent. The Kingsland Road Conservation Area was designated in 1995 and so it is not known whether any grant of consent considered the impact of the proposal on the conservation area.

The existing sign is positioned on the pavement which is sufficiently wide. There are various cycle stands, bins and telephone kiosks in close proximity, which creates street clutter. A new location should be explored in order to address concerns regarding the proliferation of street clutter and its impact on the conservation area.

It is recommended that any new application explores a new position in the locality in order to address visual clutter, however, it should be mindful that any alternative location does not in turn result in other negative impacts given its location in a conservation area.

47. Pavement outside 151 Stamford Hill



The existing sign is located on a pavement outside 151 Stamford Hill, opposite the junction with Egerton Road. TfL is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide.

No objection is likely to be raised for a new proposal on this site.

48. Pavement outside 47-49 Stamford Hill



The sign is located on a pavement outside Morrisons, 49-51 Stamford Hill, north of the junction with Windus Road. TfL is the highway authority.

The site does not lie within a conservation area, although the Stoke Newington Conservation Area lies to the south.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide.

No objection is likely to be raised for a new proposal on this site.

49. Pavement outside 182 Stoke Newington Road



The sign is located outside 182 Stoke Newington Road , at the southern corner of the junction with Amhurst Road. TfL is the highway authority.

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide.

No objection is likely to be raised for a new proposal on this site.

50. Pavement outside 67 Stoke Newington Road



The existing sign is located on the pavement outside 2 Princess May Road and Alexandra Court, 67 Stoke Newington Road. TfL is the highway authority.

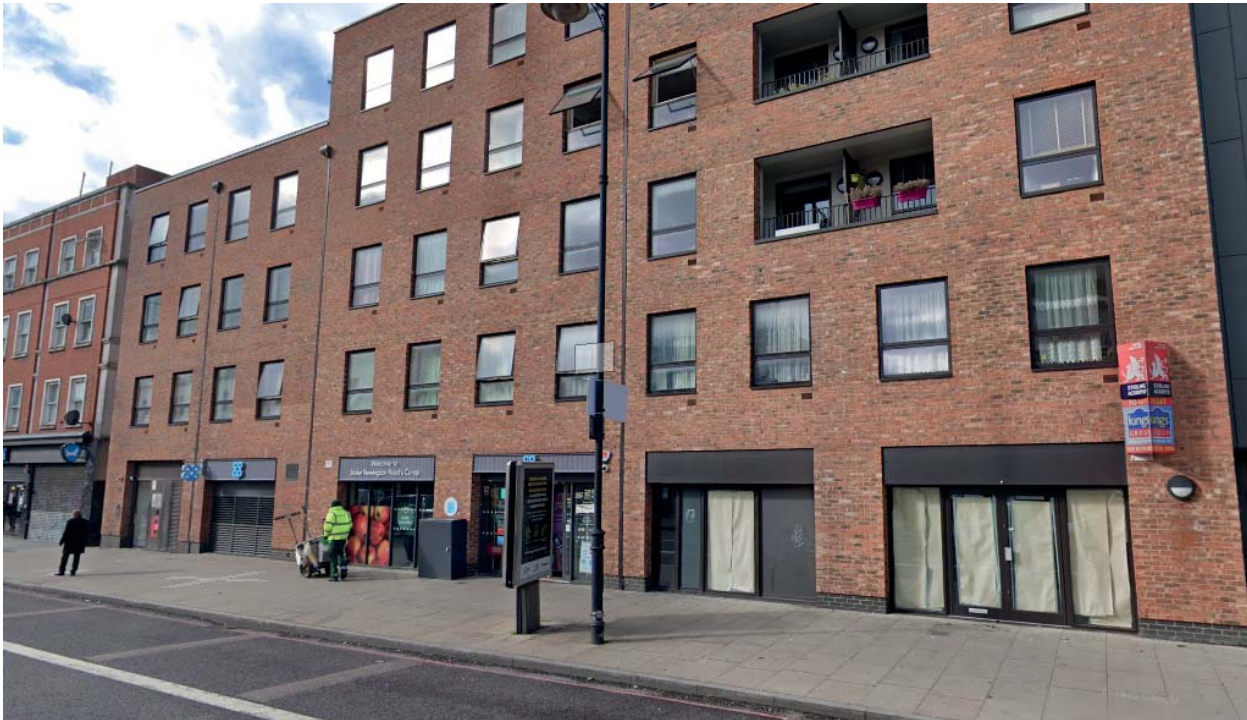
The site does not lie within a conservation area, although the Dalston Conservation Area lies in close proximity immediately to the south and east.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The sign is positioned alongside bollards on one side, waste storage bins on the other, as well as cycle stands and a telephone box. The general street clutter in the immediate locality may result in some pavement obstruction.

It is recommended that an alternative site be explored in order to address issues of street clutter.

51. Pavement outside 37-47 Stoke Newington Road



The existing sign is positioned on the pavement outside Stoke Newington Co-Op, 37-47 Stoke Newington Road, opposite the junction with Arcola Street. TfL is the highway authority.

The site lies within the Dalston conservation area.

Advertisement consent (ref. 2010/1120) was granted on 12 July 2010.

No objection is likely to be raised for a new application for this site.

52. Pavement outside 143 Stoke Newington Road



The existing sign is located outside 143 Stoke Newington Road, north of the junction with Beatty Road. TfL is the highway authority.

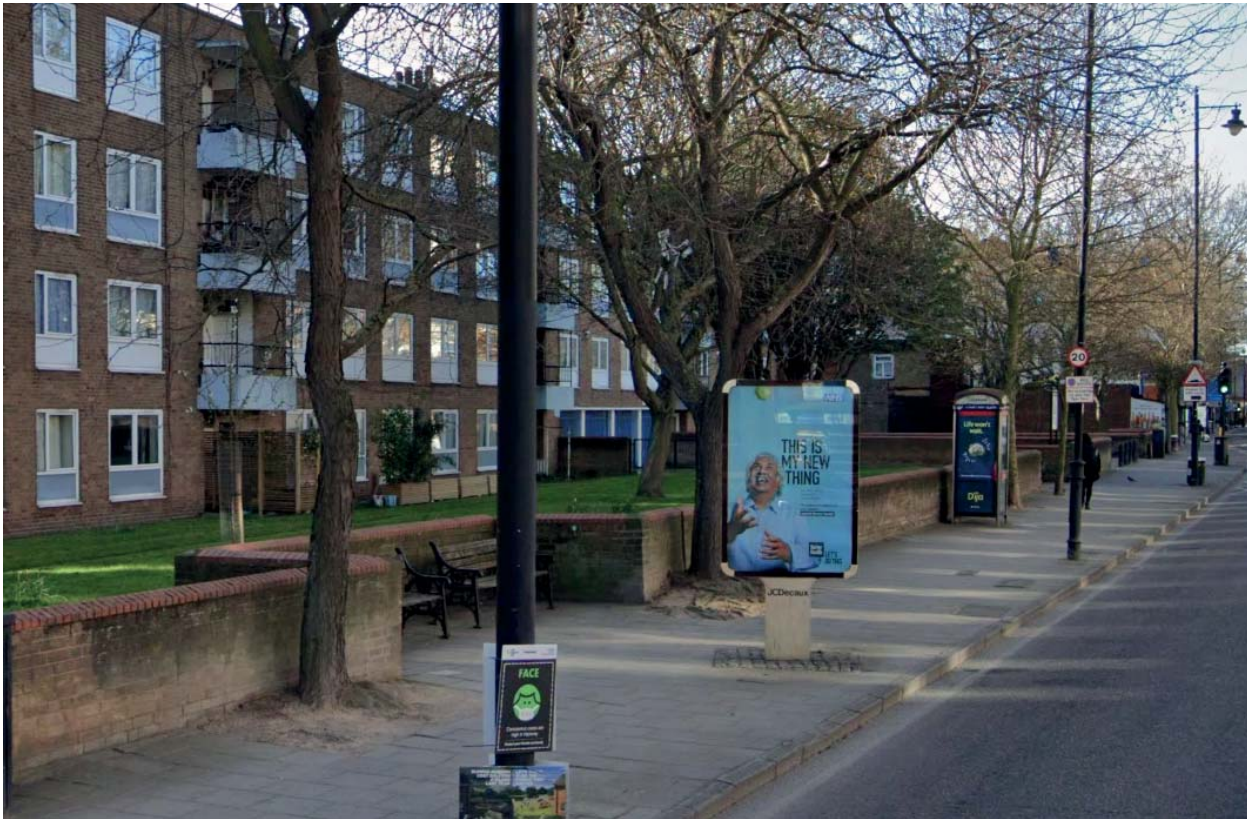
The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

The pavement is sufficiently wide.

No objection is likely to be raised for a new application for this site.

53. Pavement outside Somerford Estate, Stoke Newington Road



The existing sign is located on the pavement outside the Somerford Estate, between the junctions of Farleigh Road (to the north) and Somerford Grove (to the south).

The site does not lie within a conservation area.

No advertisement consent was found and, as such, this may be a pre-2000 consent.

Whilst the pavement is sufficiently wide, the existing sign is large and set in centrally away from the kerb. The recessed seating area creates additional space for pedestrians.

No objection is likely to be raised for a new application for this site.

Conclusion

The above assessment identifies that a number of sites would not be supported if a new application is to be submitted for the replacement of the existing signs with new digital signs. There are also sites that are likely to be supported, plus sites that may be supported subject to amendments. Where proposals are not supported, these are as a result of material planning considerations. These range from a number of factors including impact on amenity, such as on the proliferation of street clutter and the visual impact on the character and appearance of conservation areas, as well as potential harm caused to highways users. Where these concerns are highlighted, the proposal would be contrary to policy LP7 of the Hackney Local Plan, which seeks to prevent advertisements that contribute to the proliferation or clutter of signage in the local area, and which detract from the amenity of the streetscene. There would be conflicts with policy LP1 which seeks to ensure development responds to the local character and context and policy LP3 which seeks to ensure that development affecting conservation areas preserves or enhances the character and appearance of the area. The proposal would also be contrary to the Mayor of London's London Plan, specifically policy D8 which seeks to ensure the public realm is well-designed and related to local context and Policy HC1 which seeks to ensure development proposals affecting heritage assets conserve their significance.

Supporting Statement and other information required for a valid application

To submit a valid advertisement consent application you will need to provide the following documents, showing how far your proposal meets Hackney's policies and guidelines:

- The completed application form;
- Site Location Plan;
- Application Drawings (existing and proposed)
- Application Fee

What else needs to be done before submission?

- Engage in further discussions with officers to discuss the phasing of the submissions and timeframes.

Consultation

No public consultation is required as part of an application for advertisement consent. However, you may wish to publicise the proposal given the number of proposals involved.

Further guidance for the submission of an application

This document represents the Council's initial view of your proposals based on the information available to us at this stage. It should not be interpreted as formal confirmation that your application will be acceptable nor can it be held to prejudice formal determination of any planning application we receive from you on this proposal.

If you have any queries in relation to the above matters do not hesitate to contact me.

Name: Danny Huber / John Tsang

Date of Report: 18/03/2022

Hackney Council's Corporate Advertising and Sponsorship Policy 2022

1. Background

- 1.1 The purpose of this policy is to give guidance on the principles and procedures relating to any advertising or sponsorship carried by Hackney Council.
- 1.2 The application of the principles of Hackney's advertisement and sponsorship policy are context dependent and will at times require subjective judgements. These will be communicated to advertisers upon request as reasonably required.
- 1.3 The standards and procedures contained herein are consistent with Hackney Council's advertising and sponsorship objectives:
 - i. To ensure that our position and reputation are adequately protected in advertising and sponsorship agreements.
 - ii. To ensure that we adopt a consistent and professional approach towards advertising and sponsorship.
 - iii. To ensure best value is obtained and provided in sponsorship arrangements, including any arrangements made where we receive either money or a benefit in kind.
 - iv. To protect members and individual officers from allegations of inappropriate dealings or relationships with advertisers and sponsors.
 - v. To ensure the council consistently implements its commitment in relation to the Local Government Declaration on Sugar Reduction and Healthier Foods.
 - vi. This policy will be subject to ongoing updates made by the Council on a regular and reasonable basis.

1.4 Advertisement

- i. For the purposes of this policy, advertising is defined as the following: "an agreement between Hackney Council and the advertiser where we receive money for the placing of an announcement in our publications (including those produced by the Mayor in relation to their civic, ceremonial and fundraising role), on our website, our intranet and other physical sites (including but not limited to: billboards, hoardings, printed materials and vehicles), from an organisation or individual for the act or practice of calling public attention to one's product or service or to raise awareness."
- ii. This policy clarifies the standards for approval of advertisements.
- iii. The regulation of advertising in the UK is the responsibility of the Advertising Standards Authority (ASA). The ASA applies the Advertising Codes [<http://www.cap.org.uk/Advertising-Codes.aspx>]. Any requirements listed herein are to be regarded as in addition to those required by the ASA UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code).
- iv. Hackney Council values advertising revenue and will work to maximise this income stream. Some forms of advertising may be accepted but restricted to certain channels and / or pages on our website. A maximum level of advertising will be set for each channel and intrusive advertising will be avoided.

- v. The appearance of advertisement on any council publication is not an endorsement by Hackney Council of that company, product or service. In order to make this clear all publications with advertising should carry the 'Disclaimer Notice' (Appendix 1).

1.5 Sponsorship

- i. For the purposes of this policy, sponsorship is defined as the following: "an agreement between Hackney Council (including in relation to the Speaker's fundraising activities) and the sponsor, where we receive either money or a benefit in kind for an event, campaign, or initiative from an organisation or individual which in turn gains publicity or other benefits."
- ii. This policy sets the terms upon which sponsorship may be both sought and accepted by Hackney Council.
- iii. We will actively seek opportunities to work with both local and national organisations by identifying sponsorship opportunities of mutual benefit and which are in keeping with our strategic priorities and core values. We welcome all opportunities to work in partnership.

2 Standards for approval of advertisements

2.1 Advertisements carried by Hackney Council will not conflict with:

- i. Relevant ASA Advertising Codes.
- ii. The Consumer Protection from Unfair Trading Regulations 2008.
- iii. Equality Act 2010.
- iv. The Code of Recommended Practice on Local Authority publicity.
[\[https://www.gov.uk/government/publications/recommended-code-of-practice-for-local-authority-publicity\]](https://www.gov.uk/government/publications/recommended-code-of-practice-for-local-authority-publicity)
- v. The council's policies, core values or the stated aims and priorities as set out in the Corporate Plan.
- vi. Additional required standards as outlined below [2.2-2.3].

2.2 Advertising will not be accepted if it promotes any of the following:

- i. Weapons, violence or anti-social behaviour of any description.
- ii. Pornography and/or sexually explicit services and/or products.
- iii. Loans and/or speculative financial products.
- iv. Gambling products, services or organisations.
- v. Cosmetic surgery.
- vi. Tobacco and related products, including e-cigarettes / vaping.
- vii. Alcohol displayed on Council owned media¹. This includes advertisements where there is a range of drinks featured, some of which are alcoholic.
- viii. Unproven health and weight loss products e.g. weight loss pills.
- ix. Directly or indirectly, food and non-alcoholic drink which is high in any of fat, sugar and salt ('HFSS' products), as defined by the Department of Health and Social Care's Nutrient Profiling Model (NPM), without exceptions². The NPM is available [here](#). This includes advertisements where there is a range of food/drink featured, some of which is HFSS, for example, when promoting a meal within a restaurant or from a delivery service. In any case of doubt, it is for the advertiser to show that their product is not HFSS, their advertisement is not promoting HFSS products or there are exceptional grounds.

2.3 Advertising will not be accepted if, in Hackney Council's opinion, it is reasonably objectionable on the grounds that it:

- i. does not comply with the law or incites, provokes or condones someone to break the law (particularly crime, violence and antisocial behaviour).
- ii. discriminates on the grounds of age, race, colour, national origin, religion or belief, sexual orientation, gender or disability.
- iii. poses a health and safety risk. For example, as a result of flickering or other visual imagery in the case of digital media.
- iv. could reasonably be seen as likely to cause pressure to conform to an unhealthy body shape, or as likely to create body confidence issues, particularly among young people.
- v. originates from a prohibited organisation, namely

¹ Major event advertising and sponsorship will be exempt from 2.2vii and subject to review and approval by the Council.

² The Local Authority or its representatives may request evidence of nutrition information of food and drink products advertised, and in line with the Food Standards Agency recommendations, [LA] expects any laboratory used for nutrition analysis to have ISO 17025 accreditation and this should be by the United Kingdom Accreditation Service (UKAS).

- a. Political organisations, lobby and campaign groups.
 - b. Manufacturers and distributors of tobacco products and / or alcohol.
 - c. Payday lenders.

- vi. is inappropriate to display because it is of a sensitive, indecent or obscene subject matter and/or content. For example:
 - a. It is of a racial, religious or political nature.
 - b. It affects public support for a political party or a person identified with such a party.
 - c. It is likely to cause widespread or serious offence to reasonable members of the public on account of the nature of the product or service being advertised, the design of the advertisement, its wording or by way of inference*.
 - d. It in some way touches on socially contentious issues, contains messages which could be regarded as contentious or a subtext which could cause offence*.
 - e. It can be considered as mocking a group or citizens.
 - f. It depicts children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context.
 - g. It depicts or refers to indecency or obscenity or uses obscene or distasteful language.

- vii. Conflicts with Hackney Council in so far as it:
 - a. appears to compete directly with a council service, income stream and/or the local economy of the area. Examples are out-of-borough shopping centres and external adoption/fostering agency services.
 - b. associates the council with organisations in financial or legal conflict with the council.
 - c. contains negative references to Hackney Council services.

- viii. is unacceptable for some other substantial reason which Hackney Council will identify and explain as reasonably required.

*Advertisements which promote tolerance, discourage prejudice, and are in line with the Equality Act 2010, will not normally be disapproved on the grounds that they may cause offence or relate to socially contentious issues. Likewise neither will adverts which intend to promote the right to life, liberty or security of the person, or which reasonably promote causes which are not party political.

3. Procedures for advertisement approval

- 3.1** All contracts for corporate advertising will be managed centrally through the Communications Service at Hackney Council to ensure that the best terms are negotiated, that Contract Standing Orders are not breached and to ensure continuity should the person originally party to the agreement change jobs or leave.
- 3.2** The Communications Service will need to see and approve:
- i. All advertising before any Hackney Council publication goes to press or any advertisement is displayed in any part of the council or the borough (including in publications prepared by the Speaker in their civil, ceremonial or fundraising role).
 - ii. The layout, content and placement of any advertising features or supplements.
- 3.3** In all circumstances the Head of Marketing and Commercial Services retains the right to disapprove any advertisement or editorial related to advertisements in line with Section 2 of this policy.
- 3.4** Acceptance of advertising does not imply endorsement of products and/or services by Hackney Council. In order to make this clear all publications with advertising or sponsorship should carry the 'Disclaimer Notice' (Appendix 1).

4. Standards for approval of sponsorship

4.1 Sponsors carried by Hackney Council must operate within all relevant legislation and guidance including:

- i. UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code).
- ii. The Code of Recommended Practice on Local Authority Publicity
- iii. The Business Protection from Misleading Marketing Regulations 2008.
- iv. The Consumer Protection from Unfair Trading Regulations 2008.
- v. Equality Act 2010.

4.2 Hackney Council cannot put itself in a position where it might be said that a partnership has, might have, or may be thought to have:

- i. influenced the council or its officers or members in carrying out its statutory functions in order to gain favourable terms from the council in any business or other agreement.
- ii. aligned the council with any organisation which conducts itself in a manner which conflicts with our aims or values.

4.3 Hackney Council is not able to enter into agreements for sponsorships which:

- i. are in direct conflict with the council's advertising policy.
- ii. are, at the sole discretion of the Communications Service considered inappropriate in regard to the organisation, individual or in respect of particular products.
- iii. involve companies who produce or promote predominantly HFSS foods and / or drinks (according to the Nutrient Profiling Model) including sports drinks, fruit juices and smoothies.
- iv. in accordance with the International Code of Marketing of Breast-milk Substitutes, involve companies who produce or promote infant formula, other infant milks, bottles and teats, and foods marketed as suitable before 6 months of age.

4.4 Sponsorship materials must:

- i. not detract from Hackney Council's strong corporate identity
- ii. in their nature and content, be consistent with advertising policy as set out in this document.

5. Procedures for sponsorship approval

- 5.1 Before seeking sponsorship, council officers and the Speaker must consider this policy document and follow the guidelines provided. It is recommended that all potential sponsors are referred to this policy
- 5.2 In accordance with our procurement policy and procedures we may advertise a sponsorship opportunity to potential sponsors.
- 5.3 Sponsorship agreements must be referred to Legal Services at Hackney Council for review prior to signing. Before agreeing to any sponsorship opportunity all financial costs must be identified, including the sponsorship equivalent value of any sponsorship in kind.
- 5.4 All sponsorship bids shall be approved by the Strategic Director and appropriate Cabinet member.
- 5.5 The Communications Service will agree with the sponsor the nature and content of the publicity and will retain the right to approve all advertising material in line with advertising policy.
- 5.6 Acceptance of sponsorship does not imply endorsement of products and service by Hackney Council. In order to make this clear all publications with sponsorship should carry the Disclaimer Notice in Appendix 1.

Appendix 1: Disclaimer Notice for advertisement or sponsorship

'Whilst every effort has been made to ensure the accuracy of advertisements contained in the publication, Hackney Council cannot accept any liability for errors and omissions. Hackney Council cannot accept any responsibility for claims made by advertisers and their inclusion in [name of publication] should not be taken as an endorsement by Hackney Council.'

Appendix 2 – Guidance for decisions regarding advertising including high fat, salt or sugar food and non-alcohol drinks.

1. Definition of high fat, salt, sugar foods

- 1.1 Consistent with the Transport for London advertising policy effective 25 February 2019 the UK Nutrient Profiling Model (NPM) has been adopted by Hackney Council to define high fat, salt and sugar (HFSS) foods.
- 1.2 Any revisions to the NPM will be reflected in the advertisement decisions made by the council.
- 1.3 Explanatory guidance for calculating the Nutrient Profile score for food and drink can be found here: <https://www.gov.uk/government/publications/the-nutrient-profiling-model>. It is the advertisers' responsibility to verify the HFSS status of any product featured in their advertisement.


2. Exemptions

- 2.1 Advertisements including food and non-alcoholic drink considered HFSS under the NPM may be considered for an exception by Hackney if the advertiser or their agent can satisfactorily demonstrate and evidence that the product does not contribute (via HFSS diets) to obesity in children or adults.


3. Decision Table

Advertisement Content	Outcome	Notes
Only non-HFSS products featured	Approval	Advertisement must also meet standards for approval of advertisements; Section 2.
Only HFSS products featured	Rejection*	
A range of products are featured, including some which are HFSS	Rejection*	A meal or range e.g. meal deal will only be accepted if all products or food items are non-HFSS. Applies across all settings (restaurants, delivery services etc.)
No food or non-alcoholic drink is featured directly, but the advertisement is from a food and non-alcoholic drink brand.	Approval only if the advertisement promotes healthier options, with no HFSS product included*.	Inclusive of ads with brand logos only, directions to a brand's physical, mobile or online presence, or promotional advertising.
Food or non-alcoholic drink is shown incidentally or implied	Probable rejection if the food or non-alcoholic drink can be reasonably considered to be HFSS*	Includes cases in which the depicted food is made from non-food products.
Food and non-alcoholic drink is referenced in text or through graphical representations	Possible rejection if the advertisement can be reasonably considered to promote HFSS food*	Includes cases in which references do not relate to a specific product which can be assessed for its HFSS status.

*[unless a practical exemption has been agreed for the HFSS product(s)]




Polio 2022


Link: <https://qrcodes.pro/0A5rJ3> 


Created: September 20, 2022


Labels: -



52
Scans


 Edit

 Download

 Delete

Sep 20, 2022 to Nov 30, 2022

Lifetime

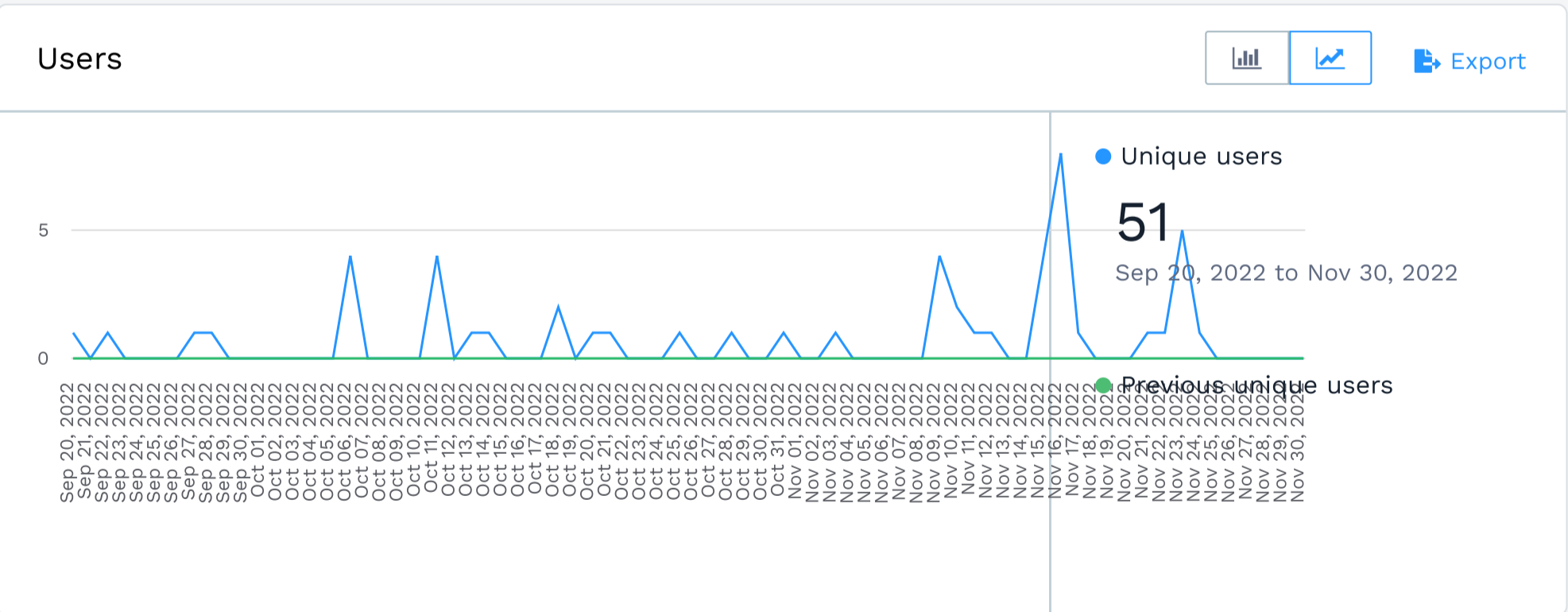
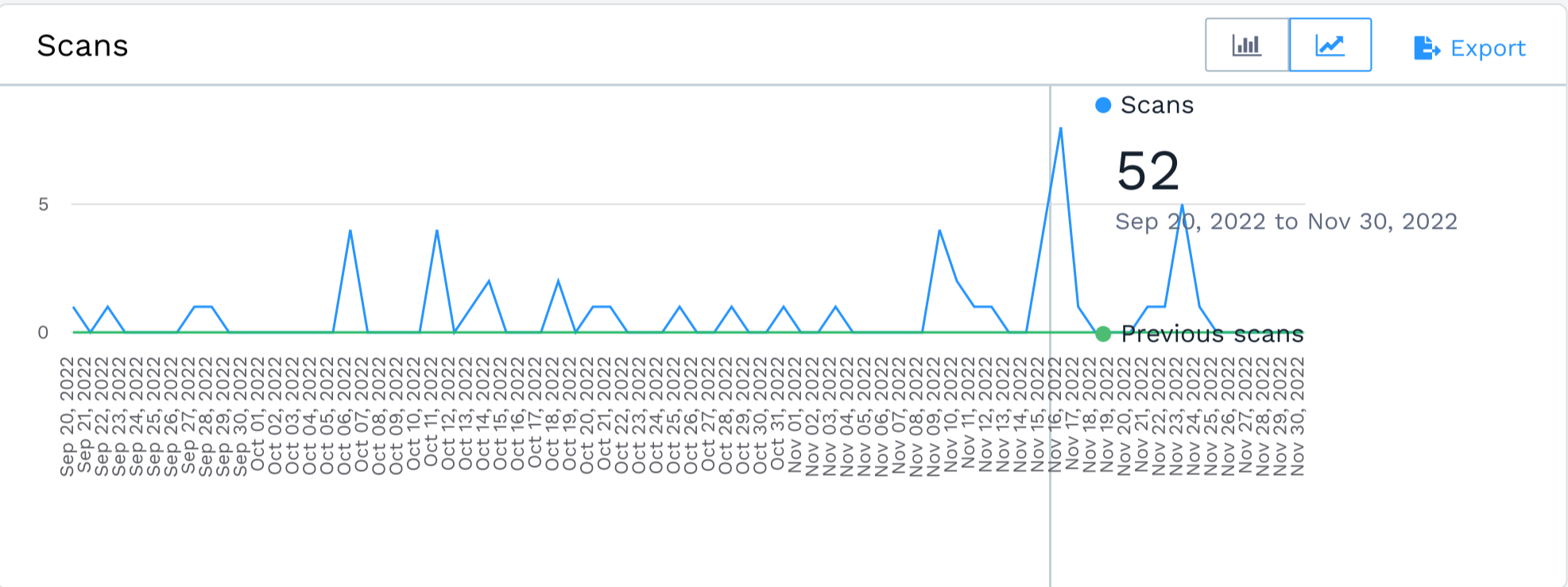
 Export

Scans

52

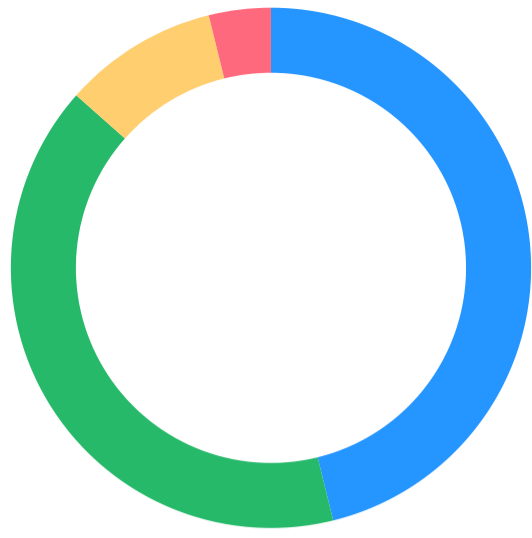
Users

51



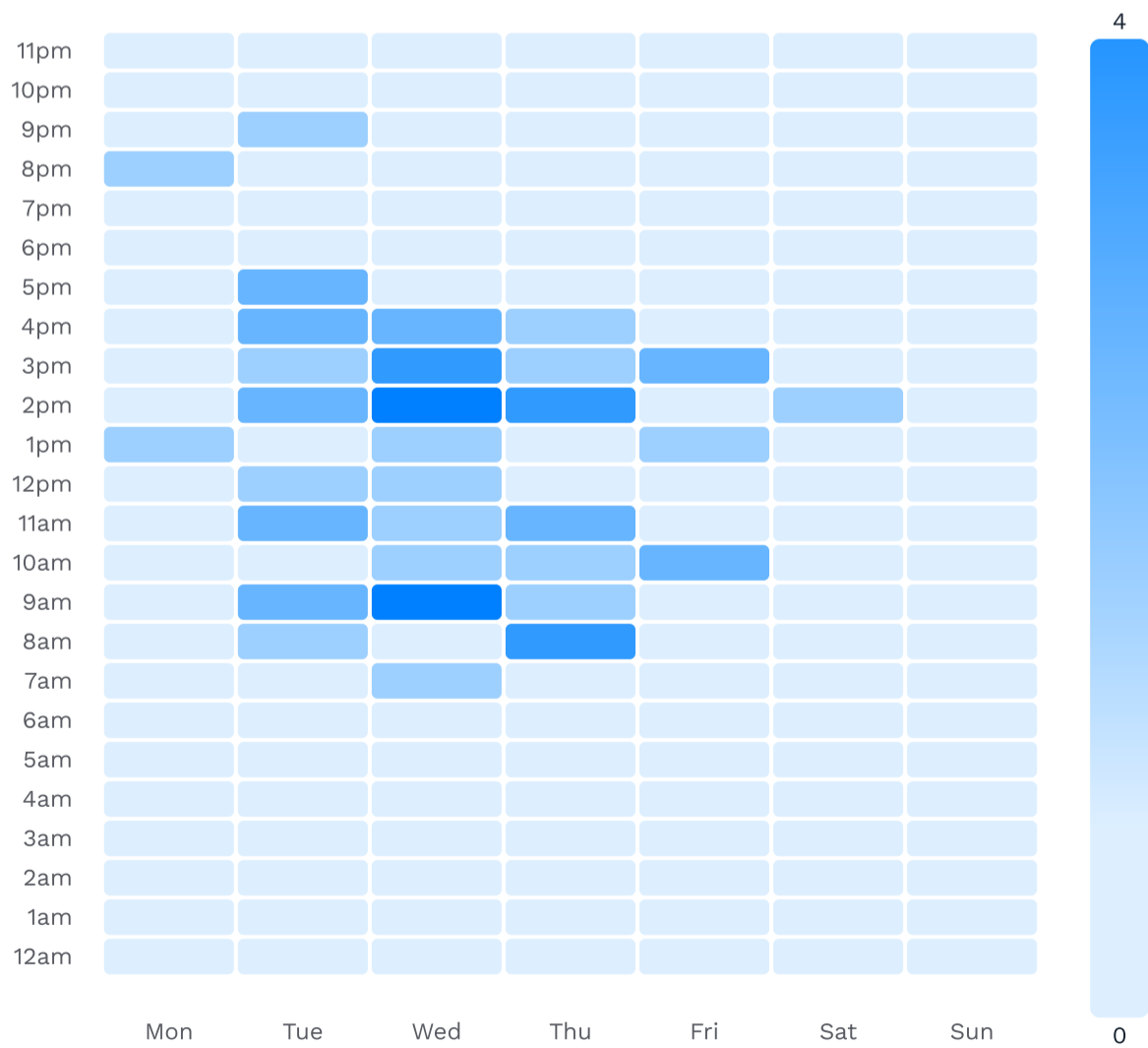
Scans by Device Used

 Export



DEVICE USED	SCANS	% OF SCANS
■ windows	24	46.15%
■ iOS	21	40.38%
■ android	5	9.62%
■ others	2	3.85%

Scans by Time of Day



Scans by City

[Export](#)

CITY	STATE/PROVINCE	COUNTRY	SCANS	% OF SCANS
London	England	United Kingdom	28	53.8%
Cardiff	Wales	United Kingdom	11	21.2%
Unknown	Unknown	United Kingdom	5	9.6%
Helsinki	Uusimaa [Finnish] / Nyland [Swedish]	Finland	2	3.8%
Edinburgh	Scotland	United Kingdom	2	3.8%
Beijing	Beijing	China	1	1.9%
Guangzhou	Guangdong	China	1	1.9%
Leyton	England	United Kingdom	1	1.9%
Unknown	Washington	United States	1	1.9%

< 1 >

10

Scans by location

IP

IP

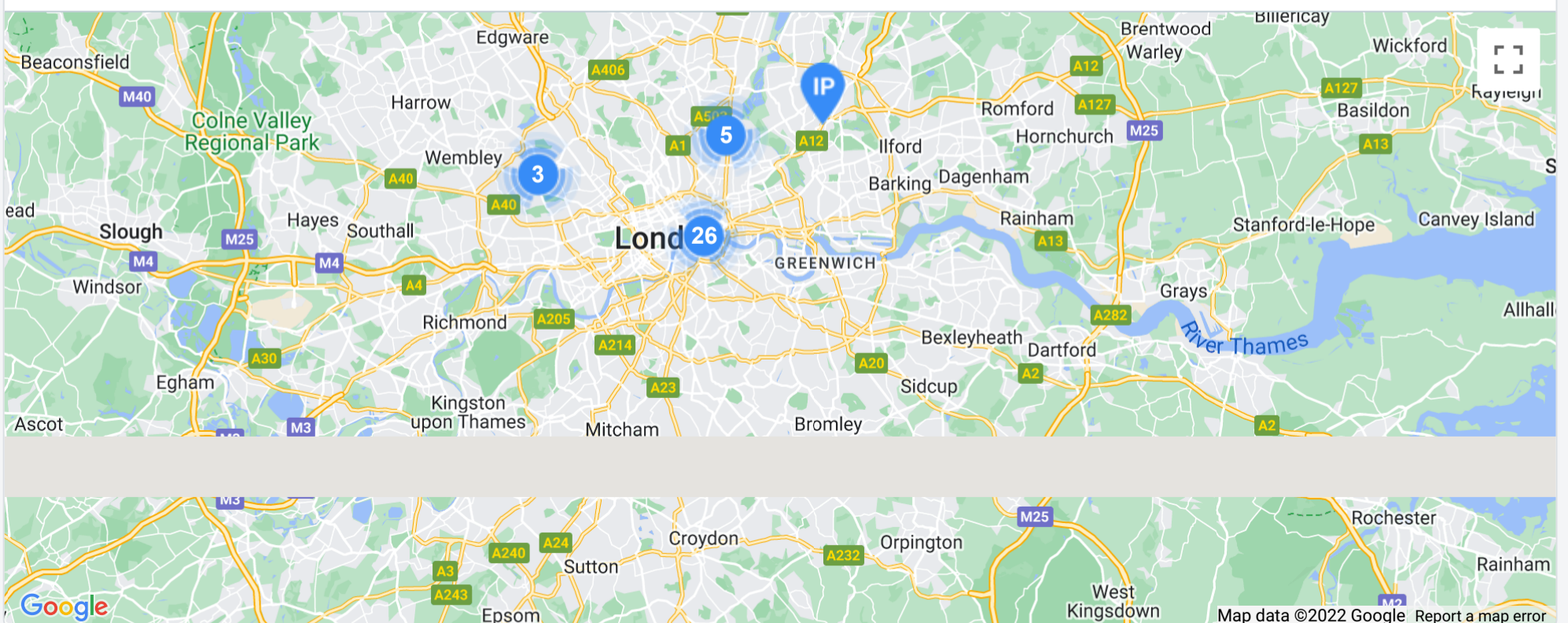


IP Cluster

GPS



GPS Cluster





NHS vaccine booking link

Link: <https://qrcodes.pro/sxk569>
Org: Master organization
Created: May 16, 2022
Labels: -



2
Scans

Edit



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Hackney Vaccine Webpage

Link: <https://qrcodes.pro/RmOiE0>
Org: Master organization
Created: March 7, 2022
Labels: -



17
Scans

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C19 Vaccine Clinic Feedback Survey

Link: <https://qrcodes.pro/u8WWHI>
Org: Master organization
Created: March 3, 2022
Labels: -



2
Scans

Edit



Download



Where can I get my vaccine

Link: <https://qrcodes.pro/lNk8te>
Org: Master organization
Created: August 5, 2021
Labels: -



41
Scans

Edit



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01 HackneyRapidTest

Link: <https://qrcodes.pro/uJjMUs>
Org: Master organization
Created: August 12, 2021
Labels: -



4
Scans

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rapid test site locator

Link: <https://qrcodes.pro/ooVhuc>
Org: Master organization
Created: October 19, 2021
Labels: -



1
Scan

Edit



Download



hackney.gov.uk/coronavirus-support/#rapid

Link: <https://qrcodes.pro/tNTxYm>
Org: Master organization
Created: October 7, 2021
Labels: -



22
Scans

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CABINET PROCUREMENT & INSOURCING COMMITTEE

CONTRACT AWARD REPORT

Contract Award Report	
Title of Report	Front Entrance Door Replacement Programme - Contract Award
Key Decision No.	CHE S157
CPIC Meeting Date	16 January 2023
Classification	Open with exempt appendix A and B
Ward(s) Affected	All Wards
Cabinet Member	Cllr McKenzie - Lead Member for Housing
Key Decision	Yes Significant in terms of its effects on communities living or working in an area comprising two or more wards and involves significant spending
Group Director	Rickardo Hyatt - Group Director, Climate, Homes and Economy
Contract value, <u>both</u> Inclusive of VAT and Exclusive of VAT (for the duration of the contract including extensions)	£30m including VAT at the standard rate
Contract duration (including extensions e.g. 2 yrs + 1 yr + 1 yr)	1 yr + 1 yr

1. Cabinet Member's Introduction

- 1.1 The Council is committed to ensuring Hackney is a fair, safe and sustainable place to live, and for our homes fire safety and safety from crime are key priorities. We are committed to ensuring residents are safe and feel safe in their homes. A home's Front Entrance Door (FED) is an essential part of this; it must protect the home and those in it, but it also is the first impression of someone's home from the outside and it is important that it looks smart.
- 1.2 This Front Entrance Door programme provides doors which are fire safe, meet the Secure by Design principles, are thermally efficient and meet the highest design and specification standards.

2. Group Director's Introduction

- 2.1. This report summarises the reasons for awarding a contract to cover the installation of Front Entrance Doors to the current building regulations standards in buildings of six stories and higher. The contract will be with two contractors for an initial term of one year with the option to extend by a further year.
- 2.2. About one third of Hackney Council's homes are in buildings six stories or higher, and fire safety is a top priority for the borough. This proposed programme is a very extensive programme of work, and represents a further significant investment in the safety of our homes.
- 2.3. These doors have been specified to achieve very high standards of fire safety, while also meeting Secure by Design standards and thermal efficiency requirements. While the choice of doors meeting such standards is limited, a range of design options is available.
- 2.4. This contract award report is presented following a tender exercise using a suitable external framework, established by the South East Consortium. It attracted a good response from the market and we are confident that it will lead to a successful contract.

3. Recommendations

Cabinet Procurement and Insourcing Committee is recommended to :

- 3.1 **Approve the award of contracts for Front Entrance Door Replacement Works to Bidder 3 and Bidder 4 in Appendix A (Exempt) via the South East Consortium framework, for an initial one (1) year term and an option to extend a further one (1) year, for a maximum combined spend of £30m and the replacement of all required doors in properties within blocks six stories or higher (up to 9,000 doors), where the work is not rechargeable to leaseholders.**

4. Related Decisions

- 4.1. October 2018: Approval by Cabinet on the decision not to recharge all leaseholders for a replacement Front Entrance Door.

<https://hackney.moderngov.co.uk/documents/g4327/Public%20reports%20pack%20Monday%2029-Oct-2018%2017.30%20Cabinet.pdf?T=10>

- 4.2. March 2019: Approval of the Housing Asset Management Strategy 2019-2027, by Cabinet on 25 March 2019. This provides an overarching framework for investment decision-making across the Council's homes and estates. It sets out the ambitions that Hackney has for the quality of its homes and the priorities that will be established to ensure that the limited available resources are directed at the greatest need.

<http://mginternet.hackney.gov.uk/ieListDocuments.aspx?CId=111&MID=4332#A132478>

- 4.3. 6th July 2020: Approval of the Business Case (Ref: NH Q86) for Construction Contracts for Capital Works to Hackney Council Housing, by Cabinet Procurement Committee on 6 July 2020. This provides the approach to be adopted to procure a series of works including those covered by Front Entrance Door Replacement contract.

https://docs.google.com/document/d/1QI6_yU4QQ75OG3joTuHo430Wx_Lx8IzRxE4w18yGBUA/edit

5. Reason(s) For Decision / Options Appraisal

- 5.1.1 The proposed Front Entrance Door Replacement contract is required to ensure that Hackney Council can ensure its tall blocks meet the most recent standards in fire safety and fulfil its commitment to ensure its blocks meet high standards of fire safety. The contract covers all blocks which are six stories or higher, being generally the highest risk blocks from a fire safety perspective. There are approximately 10,000 properties in such blocks, though not all will require replacement. This contract makes provision to replace all doors as a maximum limit, but the best estimate is that about 6,000 doors are likely to require replacement

- 5.1.2 The contract covers works to tenanted homes and leasehold homes where no statutory Section 20 consultation is required. This may arise due to the leaseholder having responsibility for the door. It may also arise as the council has made commitments not to recharge leaseholders in certain circumstances. This decision was made at Cabinet in October 2018 (refer to 4.1 Related Decision).

- 5.1.3 The Cabinet approved, in October 2018, the fire door replacement programme (FED) which included the decision to waive leasehold recharge in certain circumstances. For properties where leaseholders are expected to contribute to the cost of the replacement via a Section 20 notice, the instruction to replace the door will be issued via an appropriate contract which permits such consultation. While this will mean that a minority of the FEDs in a block will be replaced by a different contractor, this will not give rise to any obvious visible difference between doors installed under Contract 1 or the external framework. This as the Council has a very specific door specification with a limited range of design options, which is necessary to ensure strict fire safety standards are achieved. Where leaseholders retain responsibility for their door in their lease (c.50% of leaseholders) they are able to choose their own door, and therefore visual unity in a block cannot be achieved. Almost all the blocks requiring a new front entrance door have enclosed internal areas (as this gives rise to the need for one), therefore they have limited visual impact on the building.
- 5.1.4 Leaseholders in blocks 10 stories and higher, who were to be recharged, have already been included in a replacement programme. There were 143. Those in blocks 6-9 stories who are to be recharged will be included in works under a proposed new main framework, which will have undergone the relevant consultation process.

5.2 **Alternative Options (Considered and Rejected)**

The full details of the alternative options considered is set out in the Business Case report (Ref: NH Q86) which was approved by CPC in July 2020. The summary is:

5.2.1 **Option 1 - Hold procurement of these works until new contracts are in place (rejected)**

Contract 1 ended on 31 August 2021. The procurement of the new framework contracts has been delayed by the Covid-19 lockdown, both due to internal operational limitations, and the need to ensure the market is suitable to procure long term contracts. It is estimated that the tender exercise will start in spring 2023, however, it will be spring 2024 before a contract is signed as the tender process, leasehold consultation and internal governance approvals take about a year for a contract of this scale.

As a result the council decided in July 2020 to procure the FEDs via an interim contract so that this work could proceed before the planned main framework is in place.

5.2.2 **Option 2 – Procure a Stand Alone Contract (rejected)**

This option involves carrying out an independent procurement process to let the works. In general this option requires more resources than the

proposed option to use an external framework, and this was rejected as it presented a risk of diverting resources from the main procurement work for the new long term contracts and causing further delays.

5.2.3 Option 3- Insourcing the work (rejected)

The option of in-sourcing the planned works was examined, however, the scale of the work, both in value and in type, and the timescales involved, means that it was neither desirable nor possible to restructure the DLO in time to carry out this work.

6. Project Progress

6.1. **Developments since the Business Case approval.**

6.1.1 It was decided that two contractors would be selected to maximise the delivery volumes, and also allow for continuity of works should one contractor fail to perform. As a default the top selected contractor should get $\frac{2}{3}$ of the work, and the second selected contractor should get $\frac{1}{3}$. This is subject to performance.

6.1.2 The contract mechanism will be a 'Project Partnering Contract' which will be issued as an initial 1 year contract, with a potential to extend for a second year. Works will be instructed via Sectional Commencement Agreements (SCAs) which is the standard mechanism for these contracts. Each SCA will be an instruction to complete c.800 doors for the top contractor, and c.400 doors for the second contractor. Subsequent SCAs will be issued subject to performance, to a programme which would enable a rolling contract. Note that due to the lead in times required to measure and order the doors, this requires that the contractor has two no. live SCAs at any one time. Therefore each contractor will be issued with a minimum of 2no. SCAs, and the third and subsequent SCAs will be conditional on performance.

6.1.3 A review was done to understand if the design choices can be expanded relative to previous programmes of this work. However, this has not been the case. There are still very strict controls on testing, and every different design has to have a bespoke test which is expensive to carry out. Consequently the design choices are as the same as before which are set out in the resident information leaflet enclosed as appendix D. In summary residents can choose to have a blank door, a door with a glazed section or a panel effect door. Residents with side and top lights have some choices on whether these are solid or glazed panels. All residents will have a choice of four colours for the door. While these options are much more limited than in the case of front doors which do not have to meet the FD30S standard, the team carrying out installations to date have not had complaints from residents about the limited choice.

- 6.1.4 In the FED installations to date, all doors have been to blocks where the communal areas are internal. In this proposed set of blocks some have external communal areas, for example where the individual flats are reached by a balcony deck running the length of the building. For these cases, a slightly revised specification has been developed which has enhanced weathering details as it is more exposed. In particular these are to the base of the door to protect against water ingress under the door, and to suit the step threshold which is present at these doors.
- 6.1.5 Otherwise the door proposed is the high specification solid timber door that Hackney have installed since 2019. This meets the new higher standards for fire safety, the Secure by Design standards, and thermal insulation standards. The fire safety standards mean all doors are fitted with closers and smoke seals. All ironmongery is in metal. The doors are factory finished paint, and do not have a final laminate or foil layer. For these reasons, the unit cost is higher than many front doors on the market, and especially than composite doors.
- 6.1.6 The doors will carry a 30 year guarantee on the frame, 10 years on ironmongery and the door, and 6 or 8 years for the painted finish depending if it's internal or external. Note that damage incurred in use is not covered by the guarantee. Any repairs required which are covered by the guarantee will be attended to by the manufacturer.

6.2. **Whole Life Costing/Budgets**

- 6.2.1 Funding is available for this proposed work. The maximum estimated value of the contract is £30 million per year. The contract term is an initial year with a potential further one year extension. The amount of work actually undertaken will depend on delivery rates for the replacement doors. Any doors not completed within the contract term will be referred to be completed under a new main framework contract.
- 6.2.2 While budget provision is made for the replacement of all doors, detailed review of the fire safety arrangements and existing doors may reveal that some blocks do not require replacement doors. These will be omitted.

6.3. **Savings**

There are no cashable savings arising from this contract.

7. **Sustainability Issues and Opportunities, Social Value Benefits**

As part of the qualitative questions, bidders were asked:

- a question on sustainability and social value.
- a question on resident engagement.
- To complete an Employment, Training and Skills plan.

They were also asked to commit to paying the London Living Wage. The full results for every bidder are set out in the Exempt Appendix A attached.

7.1. **Procuring Green**

7.1.1 Bidder 3 will:

- Develop and complete an Environmental Aspects and Impacts Register during mobilisation which is to enable management and mitigation measures to be put in place.
- Most company cars are electric and trialling electric vans.
- Draft a Hackney specific green travel plan to encourage staff to use public transport.
- Use bulk ordering to reduce frequency of material deliveries.
- Employ careful storage of materials to prevent damage and therefore waste.
- Manufacturer uses timber off cuts to generate heat in their workshop.
- Establish a waste management plan to maximise recycling.
- 'Green Doctor' trained RLOs will share energy saving advice with residents.

7.1.2 Bidder 4 will:

- Operate company to ISO 14001, Achilles ISO 14065 and will be carbon neutral by next year.
- Use of local waste management and materials suppliers minimises travel impacts.
- Manufacturer only uses certified timber, and works to design out waste; using off cuts to heat facility.
- Employ careful storage to minimise damage, and waste.
- Can assist in providing additional survey information at time of door survey to help gather information on energy efficiency.

7.2. **Procuring for a Better Society**

7.2.1 The successful bidders have committed to paying staff a minimum of the London Living wage and this will form a contract term.

7.2.2 In addition, Bidder 3 will:

- Support under-represented groups into employment. The company cites their experience and notes they are signatories of the Care Leavers Covenant, Armed Forces Covenant, Employers Domestic Abuse Covenant, the Race at Work Charter and are a Disability Confident Employer; mechanisms which support this work.
- Promote any vacancies locally and via Hackney Works to assist employing apprentices and local staff.

7.2.2 Bidder 4 will:

- Make maximum use of local suppliers and staff.
- Support underrepresented groups into employment through a variety of work placements and training opportunities (see also 7.5.2)

7.3. **Procuring Fair Delivery**

- 7.3.1 The successful bidders have demonstrated during the ITT evaluation how they would support Hackney's diverse communities and backgrounds and ensure how their delivery of this contract will give consideration to the needs of Hackney's various community groups, vulnerable residents and people whose first language is not English, as well as their engagement and communication processes.
- 7.3.2 They have confirmed how they would induct and monitor their supply chain (where applicable) and demonstrate their commitment to adhere to the criteria set out under the Prompt Payment code.
- 7.3.3 The contract documents will include details on their commitment to resident engagement and customer care as well as their approach and method used to ensure their contract delivery will be tailored to Hackney's expectations through workshops designed to build solid working relationships with the client in partnership and where relevant, encourage the participation and input from resident representatives.

7.4 **Equality Impact Assessment and Equality Issues:**

7.4.1 Bidder 3 will:

- Appoint staff to work with council staff and resident representatives during mobilisation to co-create a Communication Plan that captures the Residents' Voice.
- Translation of documents into any language via Languageline, and if necessary, engage with English-speaking family members/friends/neighbours to provide translation.
- Helping Hands Standard in place for elderly/ill-health residents with communication challenges.
- Password system for vulnerable residents
- Continuation of Covid 19 rules for shielding residents on request.
- Offer viewing of sample door to help residents select their design choices.

7.4.2 Bidder 4 will:

- Provide sample boards, sample doors to enable residents to select their design choices and arrange day to meet the manufacturer for any technical questions.
- Identify additional resident needs early in programme to inform additional communication needs.

7.5 **Social Value benefits**

7.5.1 Bidder 3 will:

- 'Green Doctor' trained RLOs will share energy saving advice with residents.
- Provide 2no. Apprentices per 800door SCA.

- Provide 100 training opportunity places per £1m spend.
- Provide 2no. Paid work placements per 800door SCA.
- Deliver their 'Kickstart Your Career' programme; typically delivered over two weeks and provides a range of pre-employment training and hands-on practical work experience to a cohort of between 6-10 candidates.
- Produce a regular Social Value report during the contract term.

7.5.2 Bidder 4 will:

- Appoint a social value manager to work with Hackney in mobilisation to develop a detailed social value action plan.
- Appoint a Green Assessor RLO to provide advice to residents to reduce their energy use and alleviate the rising cost of energy bills.
- Offer 2 placements to under-represented groups via an existing partnership with the Construction Youth Trust.
- Offer 1 apprentice placement per £1m contract turnover working together with Hackney Apprenticeship Network.
- Offer 2no. 3 month paid work placements per £1m contract turnover
- Offer 2no. QS trainee placements
- Offer 2no. 2 week training placements for those not in employment, education or training

8. Tender Evaluation

8.1 Expression of Interest

8.1.1 The works were mini-tendered via the South East Consortium framework covering Fire Safety Works - Passive Fire Protection. In accordance with the framework procedures all eight contractors on the framework were invited to express interest in tendering for the works. All eight responded to express interest.

8.2 Invitation to Tender

8.2.1 The eight (8) interested contractors were issued the tender pack on 9 August 2022. The tender return deadline was 13 September 2022.

8.2.2 Six (6) of the contractors returned a tender. The two who had expressed interest but did not return a tender cited workload / resource limitations as the reason. South East Consortium (SEC) carried out the compliance checks of the six (6) tenders submitted by the bidders.

8.2.3 The tender was evaluated in accordance with (MAT) Most Advantageous Tender, with the apportionment set as 60% cost, 40% quality.

8.2.4 The quality submissions were evaluated by the following 4 LBH officers and a specialist external consultant.

- Head of Property and Asset Management
- Contract Delivery Manager - Property and Asset Management
- Snr Project Manager - Property and Asset Management
- Health & Safety & Risk Manager - Resident Safety
- Specialist external consultant

8.2.5 The pricing submissions were evaluated separately from the quality evaluation. Price was evaluated after the quality had been evaluated and moderated so that the team who evaluated the quality submission could not be aware of the prices submitted. Submitted prices were evaluated and checked by an external quantity surveying firm. Details are available in Appendix B.

8.2.6 The final scores are as set out below:

BASIC QUALITY - (Without Social Value) RANKED - OF 37%		
1	Bidder 3	32.80
2	Bidder 6	23.50
3	Bidder 4	23.40
3	Bidder 1	23.40
5	Bidder 5	20.80
6	Bidder 2	18.50
SOCIAL VALUE SCORES - RANKED - OF 3%		
1	Bidder 3	2.70
2	Bidder 2	2.40
2	Bidder 6	2.40
4	Bidder 1	2.10
4	Bidder 4	2.10
4	Bidder 5	2.10
TOTAL - Quality with Social Values - RANKED - OF 40%		
1	Bidder 3	35.50
2	Bidder 6	25.90
3	Bidder 1	25.50

3	Bidder 4	25.50
5	Bidder 5	22.90
6	Bidder 2	20.90
ITT PRICE - Ranked Scored - OF 60%		
1	Bidder 4	60.00
2	Bidder 2	58.08
3	Bidder 6	54.03
4	Bidder 3	51.88
5	Bidder 5	51.06
6	Bidder 1	50.47
WINNER - FRONT ENTRANCE DOOR REPLACEMENT		
1	Bidder 3	87.38
2	Bidder 4	85.50
3	Bidder 6	79.93
4	Bidder 2	78.98
5	Bidder 1	75.97
6	Bidder 5	73.96

9. Contract Management Arrangements

9.1. Resources and Project Management (Roles and Responsibilities):

9.1.1 The Front Entrance Door Contract will be managed by a Contract Delivery Manager along with their technical team including a Project Manager, Building Clerk of Works and Customer Relationship Officers. The Contract Delivery Manager is the overall project manager for the PPC contract and is the point of escalation should a matter arise that is unable to be resolved at the monthly operational meetings. Such matters are escalated to the Monthly or Strategic Core Meeting.

9.1.2 Robust client briefing documents, specifications and schedules of rates will be used to minimise client variation and also by using the technical skills, knowledge and expertise of the officers managing these works to ensure a good standard of contract management is applied at all times.

9.1.3 Performance is monitored via quarterly Strategic Core Group Meetings. As well as providing a forum for discussion of strategic contract issues, the contract Key Performance Indicators (KPI) will be reported. The results will be collected in accordance with the Contract's KPI document. An annual review of the KPI results will be used to decide whether an extension term, in the form of an extra year, will be granted to the appointed Provider.

9.1.4 Performance against commitments to social value will also be monitored at the quarterly Strategic Core Group Meetings throughout the contract term.

9.2. **Key Performance Indicators**

9.2.1 The KPIs are as follows:

- KPI 1 Installs Per Week
- KPI 2 Customer Satisfaction – Overall
- KPI 3 Appointments Kept
- KPI 4 Client Handover Pass Rate
- KPI 5 Safety - Client H&S Inspections

Appendix C sets out further detail.

9.2.2 All KPIs are monitored quarterly at the Strategic Core Group meeting. As far as possible, the data and analysis is produced by Hackney Council officers. This is an enhancement on previous contract arrangements; for example contractors were previously tasked with gathering resident satisfaction information. This will now be done by Hackney Council.

9.2.3 Each KPI can be Green, Amber or Red depending on performance relative to the target. The contract defines an overall performance requirement which is necessary to be awarded an extension to the term. This mechanism is designed to incentivise ongoing high performance throughout the term.

10. **Comments of the Group Director of Finance and Corporate Resources**

10.1. This report recommends approval to the award contracts for replacement Front Entrance Doors via the South East Consortium Framework for a maximum spend of £30m over two years. The procurement will enable the replacement of all doors in properties within blocks six stories and higher to ensure all Front Entrance Doors are upgraded to the latest fire safety regulations.

10.2. There is budget provision with the Housing Asset Management Plan capital programme to fund this procurement.

11. VAT Implications on Land & Property Transactions

Not Applicable

12. Comments of the Director, Legal, Democratic and Electoral Services

12.1 The works in this Report were assessed as High Risk by the Council. On 6th July 2020 Cabinet Procurement Committee agreed a Business Case in respect of the procurement strategy for Capital works to Hackney Council Housing. The works contracts proposed for award in this Report were part of such Business Case and therefore this Contract Award Report is being presented to Cabinet Procurement and Insourcing Committee for approval in accordance with paragraph 2.7.10 of Contract Standing Orders.

12.2 Details of the procurement process undertaken by the Council are set out in this Report.

13. Comments Of The Procurement Category Lead

13.1 The tender exercise was carried out in accordance with Public Contracts Regulations 2015 and Public Procurement (Amendments) Regulations 2020. Prior to this exercise a RAT, PRIMAS and business case were approved. The Business Case recommended a framework call-off exercise conducted using South East Consortium (SEC) framework (SEC 10711 Replacement Fire Door Programme for LB Hackney). In tendering, Social Value was assured and KPI's measures incorporated. All in-tender and evaluation clarification questions have been closed out prior to tender evaluation and moderation. The tender exercise has been transparent, fair, equal and non discriminatory.

13.2 This exercise was conducted with the SEC, using their e-tender facilities and also adopting their internal reporting process which has been aligned to Hackney's processes. All eight suppliers on the framework lot expressed an interest in the contract and six suppliers submitted tenders. The top two ranked bids from a 60% / 40% Price and Quality weighting split are recommended for contract award. An SEC Tender Report will be signed-off as soon as approval to award this contract is attained.

13.3 It is the considered opinion of the procurement team that this exercise followed a compliant process and has resulted in the Most Economically Advantageous Tender recommendation and is assessed as meeting all necessary requirements to deliver these works satisfactorily.

APPENDICES

Appendix A - Contract Award Report (Exempt)

Appendix B - Price Evaluation (Exempt)

Appendix C – Detailed KPIs

Appendix D - Resident Information Leaflet including Design Choices

EXEMPT

By Virtue of Paragraph(s) 3 Part 1 of schedule 12A of the Local Government Act 1972 this report and/or appendix is exempt because it contains Information relating to the financial or business affairs of any particular person (including the authority holding the information) and it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

CONFIDENTIAL

Appendices A and B are confidential as they contain commercially sensitive information.

BACKGROUND PAPERS

None

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**Comments of Procurement
Category Lead**

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KEY PERFORMANCE INDICATORS (KPIs)

To be read in conjunction with all other Tender Documents

CONTENTS

PART 1: INTRODUCTION

1. Purpose of the KPIs
2. Issuing Additional Orders
3. Target Standard and MAP Standard

PART 2: KEY PERFORMANCE INDICATORS:

- KPI 1 Installs Per Week
- KPI 2 Customer Satisfaction – Overall
- KPI 3 Appointments Kept
- KPI 4 Client Handover Pass Rate
- KPI 5 Safety - Client H&S Inspections

APPENDICES

- A. EXAMPLE CUSTOMER SATISFACTION QUESTIONNAIRE

PART 1: INTRODUCTION

Reference to Order in this document shall in all cases mean Sectional Commencement Agreements (SCA), unless otherwise stated.

1. Purpose of the KPIs

In this Project Partnering Contract, Key Performance Indicators (“KPIs”) are used for the following purposes:

- to monitor performance of the Works, with a view to both the Client and Constructor having data which they will review so that each of them can bring forward suggestions for the improvement of the performance of the Contract and the delivery of the Programme;
- to incentivise the Constructor's performance, as the KPI performance for each Order is taken into account in deciding whether to issue any subsequent Orders.
- to identify performance below the required performance Targets that will require the Constructor to produce an Action Plan; and
- to identify performance that is below the minimum standard that will trigger the Client's rights to terminate the Constructor 's appointment under this Project Partnering Contract.

2. Issuing additional Orders

The Constructor's performance shall be kept under regular review and will be used to form the basis for issuing subsequent Orders in the following manner:

- i) The Term is for a period of up to 2 years. Within this period, where the Constructor's performance for an Order has met the required standards as set out in this KPI document, the Constructor may be issued further Orders where available.

The Client intends to award subsequent Orders subject to:

- i) the availability of funding
- ii) the Client's continued ownership of the relevant stock
- iii) evidence that the Constructor continues to discharge all of its obligations in accordance with the contract documents
- iv) performance against the KPIs
- v) evidence of performance against the Constructor's Quality Assessment responses/ Quality Submission Requirements.

For the avoidance of doubt iii) includes but is not limited to the following, Duty of Care, Cost Control in relation to the established Agreed Maximum Price, Early Warning System, overall Contract Management, Change Control, Risk Management, Project Completion and Support, and Problem Solving and Dispute Avoidance or Resolution.

The Constructor 's actual performance in contract in relation to its response to the Quality Assessment within its Tender shall also be taken into consideration when deciding whether to issue additional Orders e.g. Resident Engagement, Quality Control and Social Value and Sustainability etc

The Client will continue to review the rationale, justification and business case for the programme/works and at its sole discretion may increase, decrease or adjust the volume of work or cease the programme and all future Orders entirely.

The Constructor shall not have a claim against the Client (whether under contract, statute, tort or otherwise) for any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity except under the provisions of the relevant Project Partnering Contract.

- ii) The KPI Reviews will take place on or immediately after the first calendar day of the month following the programme start date for installs in the Order. For example, where the programme install start date is 20th March, the first KPI Review will take place on 1st April of that calendar year (the **First KPI Review**). Each KPI Review will take place on a monthly basis following the First KPI Review.

iii) On or immediately following the completion of the Order, the Core Group shall assess the performance of the Constructor for the Order in accordance with this KPI document (each an **Order Review**).

iv) The Monthly KPI Reviews will be used as a guide to assess whether the Constructor is likely to meet the KPI targets for the Order Review and to determine whether a 4A Order Pre-Contract Activities should be issued for any subsequent Order.

3. Target Standards and MAP Standards

i) There are a total of 5 KPIs, which are reported monthly. For the purposes of the reviews to decide on issuing new Orders, the Constructor 's performance for each KPI will be reviewed based on its performance over the previous Order, in accordance with the formulae set out in this KPI document.

ii) All KPIs are assessed as follows (and as described in more detail in Part 5 of this KPI document):

- a. Green is performance at or above the Target,
- b. Amber is performance above the Minimum Acceptable Performance Standard (MAP Standard) but not at the Target Standard; and
- c. Red is performance below the Minimum Acceptable Performance (**MAP**)

iii) For any KPI Review, the Constructor is required to achieve the following standards:

- a. The Target Standard (Green) must be achieved on the minimum number of KPIs set out in the Summary Table below (depending on the number of KPIs assessed during the relevant KPI Review); and
- b. Amber scores (achieves the MAP Standard but does not achieve the Target) can be accrued on up to the maximum number of KPIs set out in the Summary Table below but must not exceed this number; and
- c. No Red scores (less than MAP Standard) must be achieved against any KPI.

iv) Where, as part of any KPI Review, there is no data against a particular KPI, it will be considered 'not applicable'.

v) The Client reserves the right to consider mitigating circumstances in any poor performance, which are demonstrably outside of the Constructor's control.

Summary Table:

No. of Assessed KPIs	Green (Target Standard)	Amber (MAP Standard achieved but Target Standard not achieved)	Red (less than MAP Standard)
Up to 5 KPIs assessed	All but 1, and must include KPI 1 and 5 where assessed	Maximum of 1, but not KPIs 1 and 5 where assessed	None

KPIs

KPI 1	Installs per Week									
Purpose	To assess the number of completed installs per week by means of a running average and measure the Constructor 's productivity.									
Definition	The proportion of the total number of installs completed, measured from the programme start date for installs, relative to the target set as agreed on contract award, dependent on market supply but minimum 50 per week.									
Method	$\frac{\text{Total No. of installs completed}}{\text{Target No. of installs per week} \times \text{Number of Weeks of Installation}} \times 100\%$ <p style="text-align: right;">(Note: Target to be agreed on contract award)</p>									
Targets and Minimum Acceptable Performance levels	<table border="1" data-bbox="507 907 1109 1010"> <thead> <tr> <th></th> <th>Target</th> <th>MAP</th> </tr> </thead> <tbody> <tr> <td>First Order</td> <td>85 %</td> <td>70 %</td> </tr> <tr> <td>Subsequent Orders</td> <td>100 %</td> <td>85 %</td> </tr> </tbody> </table> <p>Targets and MAP levels may be revised by agreement between the Client and the Constructor .</p> <p>The Client reserves the right to omit pilot property weeks in the programme from the requirements of this target. The Client may also stop measuring this target towards the end of the programme where the final 'difficult to access' properties are being completed.</p>		Target	MAP	First Order	85 %	70 %	Subsequent Orders	100 %	85 %
	Target	MAP								
First Order	85 %	70 %								
Subsequent Orders	100 %	85 %								
Example	<p>In week 7 of the programme, the Constructor completed 61 installs, bringing the total installed to 446. A target number of say 75 installs was agreed on contract award.</p> $\frac{446}{75 * 7} = 85\%$ <p>Therefore, for the first Order the Target was achieved, but for any subsequent ones only the MAP was achieved.</p>									
Measurement Period	<p>Weekly</p> <p>Cumulative figures per Order are also to be provided.</p>									
Reporting interval	<p>Monthly</p> <p>(Note: trackers of installations are to be provided weekly, but formal KPI reporting and review is monthly)</p>									
Collection of data	Client and Constructor									
Data processor	Client									

KPI 2	Customer Satisfaction – overall									
Purpose	To determine the overall level of Customer satisfaction with the Works.									
Definition	How satisfied the Customer was with the Works and overall Customer service provided by the Constructor , as assessed from specific questions in the Customer Satisfaction Questionnaire (the Questionnaire), using a 1 to 10 scale, where 10 means "Totally satisfied", with the figure being expressed as a percentage.									
Method	<p>After each Order the Client will send to the Customer the applicable Questionnaire form at Appendix A. Questionnaires will be issued by text, or post, or by call to an independent officer.</p> <p>The KPI measures the average of the scores for questions 4 & 5 from the Questionnaire at Appendix A from all questionnaires received during the Measurement Period for each Order.</p> <p>For monitoring purposes KPI performance is also to be measured cumulatively for all questionnaires received per Order.</p>									
Targets and Minimum Acceptable Performance levels	<table border="1"> <thead> <tr> <th></th> <th>Target</th> <th>MAP</th> </tr> </thead> <tbody> <tr> <td>First Order</td> <td>75 %</td> <td>65 %</td> </tr> <tr> <td>Subsequent Orders</td> <td>85 %</td> <td>70 %</td> </tr> </tbody> </table> <p>Targets and MAP levels may be revised by agreement between the Client and the Constructor .</p>		Target	MAP	First Order	75 %	65 %	Subsequent Orders	85 %	70 %
	Target	MAP								
First Order	75 %	65 %								
Subsequent Orders	85 %	70 %								
Example	<p>At the end of each month, using the example questionnaire (see Appendix A), the average Customer satisfaction with the completed Works, as determined from the specified questions in the returned Questionnaires is at 8.7 out of 10. The performance score is therefore 87%.</p> <p>If the MAP is 70% and the Target is 85%, both the MAP and Target have been achieved.</p>									
Measurement Period	<p>Weekly.</p> <p>Cumulative figures per Order are also to be provided.</p>									
Reporting interval	Monthly									
Collection of data	Client									
Data processor	Client									

KPI 3	Appointments Kept										
Purpose	Why the KPI is being measured To determine the degree that appointments for installs and surveys are being kept.										
Definitions	Define the measurement Install and survey appointments are deemed kept if the Constructor attended during the AM or PM slot agreed with the resident. No access results will not be measured under this KPI provided no access procedure followed.										
Method	How KPI measured The Constructor is to issue a report highlighting all missed appointments and total number of survey and install appointments completed. Appointments kept expressed as a proportion of total appointments.										
Targets and Minimum Acceptable Performance levels	<table border="1"> <thead> <tr> <th></th> <th>Target</th> <th>MAP</th> </tr> </thead> <tbody> <tr> <td>First Order</td> <td>95%</td> <td>90 %</td> </tr> <tr> <td>Subsequent Orders</td> <td>98%</td> <td>95 %</td> </tr> </tbody> </table> <p>Targets and MAP levels may be revised by agreement between the Client and the Constructor .</p>		Target	MAP	First Order	95%	90 %	Subsequent Orders	98%	95 %	
	Target	MAP									
First Order	95%	90 %									
Subsequent Orders	98%	95 %									
Example	In a particular week, the Constructor kept 97 survey and install appointments. A total of 100 survey and install appointments were made. $97 / 100 = 97\%$ Therefore, for the first Order the Target was achieved, but for any subsequent ones only the MAP was achieved.										
Measurement Period	Weekly. Cumulative figures per Order are also to be provided. The Constructor shall also provide a list of the survey and install addresses weekly to the Client's Customer Relationship Officer for verification.										
Reporting interval	Monthly										
Collection of data	Client and Constructor										
Data processor	Client										

KPI 4	Client Handover Pass Rate									
Purpose	To determine the proportion of Installs that pass a Clerk of Works handover on the first visit. Aim is to improve productivity and reduce disruption.									
Definition	The % of handover inspections which pass relative to the total number of handover inspections. A handover inspection is required for each door.									
Method	<p>Upon completion of a door installation, the Constructor is to request a Clerk of Works inspection. The Clerk of Works will inspect, note snags and determine if the level and type of snag is minimal enough to pass the inspection and allow the Client to take handover of the door as completed to the required standard.</p> <p>Performance =</p> $\frac{\text{No. Handover Inspections Passed}}{\text{No. Handover Inspections Carried Out}} \times 100\%$									
Targets and Minimum Acceptable Performance levels	<table border="1"> <thead> <tr> <th></th> <th>Target</th> <th>MAP</th> </tr> </thead> <tbody> <tr> <td>First Orders</td> <td>90 %</td> <td>85 %</td> </tr> <tr> <td>Subsequent Orders</td> <td>95 %</td> <td>90 %</td> </tr> </tbody> </table> <p>Targets and MAP levels may be revised by agreement between the Client and the Constructor .</p>		Target	MAP	First Orders	90 %	85 %	Subsequent Orders	95 %	90 %
	Target	MAP								
First Orders	90 %	85 %								
Subsequent Orders	95 %	90 %								
Example	<p>In a particular week, the Constructor completed 32 doors and requested handover inspections on these. The Clerk of Works passed 27 of these inspections on a first visit.</p> <p>$27 / 32 = 84\%$</p> <p>Therefore, for the first Order the Target was achieved, but for any subsequent ones only the MAP was achieved.</p>									
Measurement Period	<p>Weekly</p> <p>Cumulative figures per Order are also to be provided.</p>									
Reporting interval	Monthly									
Collection of data	Client									
Data processor	Client									

KPI 5	Safety - Client Health and Safety Inspections									
Purpose	To assess the suitability of the Constructor's Health and Safety (H&S) standards, control measures, training, and compliance while Works are on site.									
Definition	<p>The proportion of inspections carried out by the Client Resident Safety team within a Measurement Period which pass.</p> <p>OR</p> <p>The average mark of inspections carried out by the Client Resident Safety team within a Measurement Period.</p>									
Method	$\frac{\text{No. Inspections Passed}}{\text{No Inspections Carried Out}} \times 100\%$ <p>OR</p> <p>Average Result of Inspection Results within the Measurement Period</p>									
Targets and Minimum Acceptable Performance levels	<table border="1" data-bbox="507 1160 1441 1263"> <thead> <tr> <th></th> <th>Target</th> <th>MAP</th> </tr> </thead> <tbody> <tr> <td>First Orders</td> <td>85 %</td> <td>75 %</td> </tr> <tr> <td>Subsequent Orders</td> <td>90 %</td> <td>80 %</td> </tr> </tbody> </table>		Target	MAP	First Orders	85 %	75 %	Subsequent Orders	90 %	80 %
	Target	MAP								
First Orders	85 %	75 %								
Subsequent Orders	90 %	80 %								
Example	<p>In a particular week, the Client Resident Safety team undertook 4 inspections. The inspector passed 3 of these visits</p> <p>$3 / 4 = 75\%$</p> <p>Therefore, for the first Order the MAP was achieved, but for any subsequent Orders it wasn't.</p>									
Measurement Period	<p>Weekly</p> <p>Cumulative figures per Order are also to be provided..</p>									
Reporting interval	Monthly									
Collection of data	Client									
Data processor	Client									

Appendix A - Example Customer Satisfaction Questionnaire for Front Entrance Door Programme

To help us improve our service to you, we would be grateful if you could fill in this short questionnaire.

Part A: About the Works

1. How satisfied were you with the service provided by the Hackney Council’s staff who communicated with you before the work started?

* Totally dissatisfied			Neither satisfied nor dissatisfied				* Totally satisfied		
1	2	3	4	5	6	7	8	9	10

Part B: About the Works

2. Was an appointment made for this work to be carried out?

Yes Go to question 4 **No** Go to question 5

3. If yes, did [Name of Contractor] arrive when you were told they would?

Yes **No**

4. How satisfied were you with the finished work?

* Totally dissatisfied			Neither satisfied nor dissatisfied				Totally satisfied		
1	2	3	4	5	6	7	8	9	10

5. How satisfied were you that [Name of Contractor]’s staff were polite, courteous, minimised noise and disruption and kept their work areas safe and tidy?

* Totally dissatisfied			Neither satisfied nor dissatisfied				Totally satisfied		
1	2	3	4	5	6	7	8	9	10

Appendix A - Example Customer Satisfaction Questionnaire for Major Works (Page 2 of 2)

Part C: About the work overall

6. Do you have any other comments about the work that was carried out and the service you received? (We are especially interested in suggestions of how we can improve our service to you)

Thank you for your time and help.
Please return the questionnaire in the Freepost envelope provided

IMPORTANT NOTE: Users of this questionnaire should ensure that it is accessible to all their Customers including people who do not have a good understanding of English, people with disabilities and people with special needs. Completed questionnaires should reflect the diversity of the neighbourhood in which the Service Constructor operates.

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Your new front door

Resident information leaflet



Dear resident

We announced in November that we would be replacing thousands of front entrance doors to flats across the borough. This is to ensure all our homes have doors that meet the best possible standards of fire safety, while also ensuring they are as secure as, or even better than those we currently use.

The Government has been testing various types of front doors for smoke and fire resistance. We have also carried out our own tests. We are undertaking the door replacements based on those results.

We are replacing all the front doors of flats in blocks that are 10 storeys and higher first, of which your home is one, with the project expected to take around a year.

This leaflet explains:

- Why we are doing this work
- A summary of the door design
- What you can choose
- How the door meets fire, security and other standards
- How and when it will be replaced
- Notes for leaseholders
- Frequently asked questions
- Contact details.

Why are we doing this work?

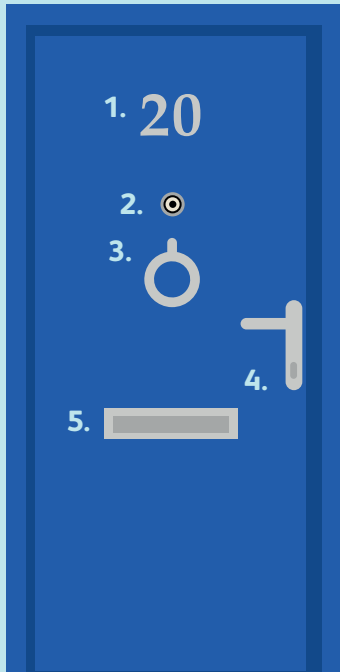
Testing undertaken by both us and the Government showed that most front entrance doors, made by a number of different manufacturers, do not comply with all current fire regulations.

We understand that you may feel anxious but the advice from the London Fire Brigade, which we endorse, is that residents are at no immediate risk and current doors still provide protection and valuable escape time in the event of a fire. The new doors will make homes even safer.

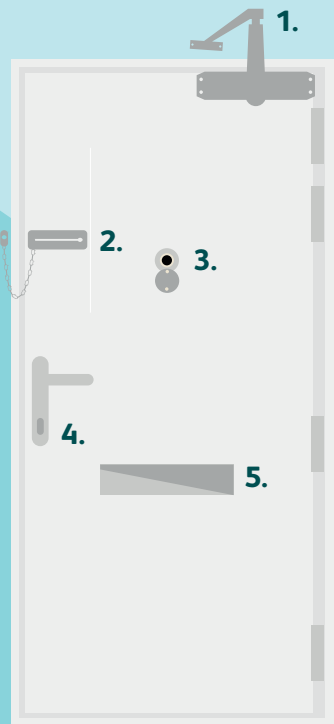
In addition, the testing involved extreme temperatures and were undertaken in conditions that are unlikely to unfold in real-life. The evacuation advice ('stay put' or 'get out') that is displayed in your block remains the same.

Design features and resident options

Door features:



Outside view



Inside view

1. Door number
2. Spy hole
3. Door knocker
4. Handle lock with single turnkey operation
5. Letterbox

1. Door closer
2. Security chain
3. Spy hole
4. Handle/lock
5. Security cowl (letterbox cover) restricts access

Fire resistance:

We specially commissioned the manufacture of the new door. We have set strict test performance requirements for the door, based on the lessons of our tests and Government tests. This includes showing the door can withstand 30 minutes of intense fire and smoke (the current standard).

- The door is self-closing, which enhances fire safety because, in the event of a fire, someone escaping can't accidentally leave a door open.
- Any windows in the door are double-glazed and fire-resistant.
- The letterbox is fire-tested and has a heavy-duty internal hood for improved security.

Security:

These doors are as or more secure than all current doors installed.

- It is certified 'secured by design', which means it is a preferred safety option by the police.
- It has a multi-point lock system, which is certified thief-resistant.
- It has anti-lockpicking technology.
- It has a spy-hole with a high-resolution, 180 degree view.
- The heavy internal letterbox hood helps prevent burglary.

Door feature	Detail and resident options
Glazed panel	You can opt to have a square glazed panel in the door.
Mouldings	You can opt to have surface mouldings applied to the door, this will give it a similar look to a traditional panel door.
Colour	You will be given a choice of four colours for the outside.
Material	Standard – solid timber with a laminated core and tested to the most up-to-date fire resistance and smoke control British Standards.
Ironmongery	Standard – steel material with a chrome finish applied to door number, spy hole, knocker, letterbox and internal security chain.
Lock	Standard – a multi-point locking system, with a key that can be cut at any locksmiths.
Side and/or top windows (where appropriate)	<p>If your front entrance door has a side or top glazed panel, these will be replaced. You can opt to have the panels glazed or solid. We can also widen the door and narrow the window for improved wheelchair access.</p> <p>Please be aware, we can't add panels if you don't have them already.</p>
Draught and sound proofing	The complete door set is draught and sound proofed to meet all current requirements for building control regulations.

A more detailed specification is available upon request.

Installation

The first phase of work includes about 3,500 properties and will last about a year. The contractor will be one of three: Engie, Mulalley or Wates.

When they are preparing to start work at your block, we will write to you to confirm which contractor will do the work and then they will contact you to arrange surveys. Surveys to the first blocks will start in the next month or two.



Leaseholder issues

The terms of the leases vary, which means some homeowners are responsible for their front door, and some may be charged for their new door. If this is the case, we will be in touch directly with more information.

Please contact the Leasehold Services Team if you have any questions: service.charges@hackney.gov.uk



Frequently asked questions

Can I keep my security gate?

Yes if it's not fixed to the door frame, and if it does not impede the fire escape path of you or your neighbours (for example, if it opens outwards into a communal hallway, and is going to cause an obstruction in the event of an fire, then it will be removed).

Will my hall flooring be affected by this work?

No, it shouldn't be, but if any damage is caused we will pay to put it right.

Will my walls be affected by this work?

In some cases, plasterwork around the door may be damaged on removal of the existing door. If that happens, we will repair it.

General home safety

We would like to remind you about the importance of personal and shared responsibility when it comes to minimising fire risk in your home and in communal areas.

Please remember:

- Always have a working smoke or fire alarm in your home, and ensure you test it once a month.
- Never use a barbecue indoors, on a balcony or roof space.
- Do not store combustible materials, such as clothing or plastic bags, on balconies.
- Dispose of cigarette butts and ash safely and responsibly by using an ashtray. Do not store and remove any objects, such as bicycles, prams, rubbish or old furniture, from communal areas, stairs and from in front of fire doors.
- Check all electrical goods to ensure they are in good working order and unplugged when not in use.

Contact details:



If you have any queries or questions, please contact Maria Collins, Hackney Council Client Officer:

020 8356 4940 or **07814 149300**

maria.collins@hackney.gov.uk



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