

CABINET MEMBER SIGNING

Friday, 10th December, 2021, 10.45 am

Members: Councillors Zena Brabazon

1. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2. DECLARATIONS OF INTEREST

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 5-7 and Appendix A of the Members' Code of Conduct

3. HEARING IMPAIRMENT OUTREACH SERVICES CONTRACT (PAGES 1 - 4)

Felicity Foley
Committees Manager
Tel – 0202 8489 2919
Fax – 020 8881 5218
Email – felicity.foley@haringey.gov.uk

Fiona Alderman
Head of Legal & Governance (Monitoring Officer)
River Park House, 225 High Road, Wood Green, N22 8HQ

Thursday, 02 December 2021

This page is intentionally left blank

Report for Cabinet Member Signing

Title: Hearing Impairment Outreach Services Contract

Report authorised by: Jackie Difolco: Assistant Director – Early Help, Prevention and SEND

Lead Officer: Ellika McAuley: SEN Advisor for Early Intervention & Inclusion
Tel: 020 8489 1408 email: ellika.mcauley@haringey.gov.uk

Ward(s) affected: All

Report for Key Decision: Key

1. Describe the issue under consideration

- 1.1 The purpose of the report is to seek approval to enter into a contract with London Borough of Enfield (Enfield) to provide hearing impairment outreach services to children and young people with Special Educational Needs, who are attending the school in Enfield. Approval is sought retrospectively as the contract commenced on 1st April 2020

2. Cabinet Member Introduction

N/A due to Cabinet Member signing

3. Recommendations

- 3.1 That the Cabinet Member for Early Years, Children and Families approves entering into an agreement with Enfield Council to provide Hearing Impairment Outreach Services to Enfield Council for a period of 3 years commencing from 1st April 2020, with Enfield Council having the option of extending for two further periods of 12 months each (as allowed under Regulation 9.11 of the Financial Regulations (Constitution Part 4, Section I)). The annual value of the contract is £210,000 and £1,050,000 for the life of the contract (if the option for the two 'one-year' extension is taken up).

4. Reasons for decision

- 4.1 Enfield and Haringey Councils work closely together with the children who are identified as deaf or hearing impaired. Following a competitive procurement process conducted by Enfield Council, Haringey council has been successful in securing the contract for these services for 3 years.

5. Background information

- 5.1 Haringey council has had a contract with London Borough of Enfield for over 20 years to provide hearing impairment outreach services which include specialist advice and assistance regarding education provision, policies and statutory duties for the London Borough of Enfield (Enfield Council). Haringey provides the services for Enfield to

deliver intervention advice and support from the Haringey Sensory Support Team. These teachers are employed by Haringey, but their salaries are met through this contract.

- 5.2 Six months prior to expiry of the previous contract, Enfield had undertaken a competitive procurement process as required under the Public Contracts Regulations 2015. Haringey Council responded to the invitation to tender and subsequently Enfield awarded the contract to Haringey in March 2020.
- 5.3 The contract has been awarded for 3 years commencing from 1st April 2020, with Enfield having the option of extend for two periods of 12 months each and have been providing the services under the contract since September 2020. The annual value of the contract will be £210,000.
- 5.4 If Haringey Council had not been awarded this contract, this would have resulted in tupe transfer to the new provider or staff redundancies.

6. Contribution to strategic outcomes

- 6.1 The objectives of the youth service are aligned with the priorities within the 'Borough Plan – Priority 2 (People)' specifically:
- a) best start in life: the first few years of every child's life will give them the long-term foundations to thrive
 - b) happy childhood: all children across the borough will be happy and healthy as they grow up, feeling safe and secure in their family, networks and communities.
 - c) every young person, whatever their background, has a pathway to success for the future.

7. Statutory Officers comments

Finance

- 7.1 This contract between Enfield Council and Haringey Council is for a Hearing Impairment service which is provided by Haringey Council. The agreed contract sum of £210,000 per annum represents the full cost recovery of running the service for Enfield. The contract sum payable by Enfield Council is fixed and Haringey Council is responsible for providing the service within the agreed budget.
- 7.2 The initial duration of this contract is for three years from April 2020, and it is extendable by a further two years. The full cost of the contract sum over the permissible 5-year term is £1,050,000. The income is included in the existing agreed budgets for the service.

Procurement

- 7.3 *Not applicable*

Legal

- 7.4 The Head of Legal and Governance (Monitoring Officer) has been consulted in the preparation of this report.
- 7.5 The contract with Enfield Council is above £500,000 in value and is therefore a 'key decision' and, as such, must comply with the Council's governance processes including publication in the Forward Plan.
- 7.6 Reg 9.11 of the Council's Financial Regulations requires the Cabinet to approve contractual arrangements for any work which the Council is carrying out for third parties or external bodies. The contract therefore requires retrospective approval by the Cabinet.
- 7.7 In-between meetings of the Cabinet, the Leader may allocate decisions which would normally be taken by Cabinet to the Cabinet Member having the relevant portfolio responsibility (CSO 16.02)
- 7.8 The terms and conditions of the contract have been agreed between both parties, and subject to approval of the award by the Cabinet Member, the contract will be executed on behalf of the Council.
- 7.9 The Head of Legal and Governance (Monitoring Officer) confirms that there are no legal reasons preventing the Cabinet Member approving the recommendations in this report.

Equality

- 7.10 Providing the hearing support contract to the London Borough of Enfield will enable better outcomes for deaf children. Deaf children are at risk of achieving less positive educational and employment outcomes as well as being more likely to have negative mental health. Providing the service across the two boroughs will help to mitigate these inequalities by providing more opportunities for children and families to network with other members of the deaf community. As the support service will have a broader range of expertise and be able to make use of economies of scale, it will lead to better outcomes for deaf children.
- 7.11 As an organisation carrying out a public function on behalf of another public body, the council will be obliged to have due regard for the need to achieve the three aims of the Public Sector Equality Duty as stated above (which it would fulfil in any case). Appropriate contract management arrangements will be established to ensure that the delivery of the hearing impairment support service in Enfield does not result in any preventable or disproportionate inequality.

- 8 **Use of Appendices**
None

- 9 **Local Government (Access to Information) Act 1985**
N/A

This page is intentionally left blank