

**Report of the Head of Service, Commissioning & Market Management**

**Report to the Chief Officer (Partnership, Development, and Business Support)  
Children's Services**

**Date: July 2015**



**Subject: Youth Offending Service Case Management System –  
Child View Youth Justice (CVYJ)- Maintenance & Development  
Agreement**

Are specific electoral Wards affected? If relevant, name(s) of Ward(s):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there implications for equality and diversity and cohesion and integration?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the decision eligible for Call-In?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information? If relevant, Access to Information Procedure Rule number: Appendix number:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Summary of main issues**

1. The aim of this paper is to seek a waiver of contract procedure rules. The subject of the sought after waiver, is the YOS Case Management System (CVYJ).
2. The service has used various iterations of a case management system (formerly known as YOIS) since 2000. Over time, the system has been modified to reflect changes in the criminal justice system.
3. In 2011/12 the service took the decision to upgrade the technology platform the system operates on through the purchase of the Child View Justice YOIS upgrade. Initially there were system bugs but the platform is now stable and works well.
4. This waiver request seeks to put in place a new contract relating to the support requirements and maintenance of the system. Specifically, in relation to the Child View application, licence conditions, the improvement of response times relating to requests for support and software developments, and targets.
5. This waiver request also seeks to waive usual contract procedure rules in order to award this new contract (**with an annual value of £11, 000**) to the existing service support provider (CACI Software). There are few possible providers of this very specialist software, Given that it is the intention to continue to utilise the current

software system, it would not be reasonable to seek a new system, when all that is needed is an improved maintenance and development arrangement.

## **Recommendations**

6. The Chief Officer (Partnership, Development, and Business Support) Children's Services is requested to approve the waiver of contract procedure rules in order to facilitate award of the contract to the current provider (waiver of CPR 9.1 & 9.2, as per CPR 27.2). The waiver is requested to run from October 2015 to 31.03.16 (6 months in the first instance), with options to extend for two further periods of 12 months each.

The Chief Officer (Partnership, Development, and Business Support) Children's Services is also requested to approve the negotiation and establishment of a new regime and new arrangements in relation to support and maintenance.

## **1 Purpose of this report**

- 1.1 To seek the waiver of contract procedure rules, in order to award a two year contract for CVYJ (youth offending case management system) maintenance and development to the existing provider (CACI Software) at an annual cost of £11, 000 per annum.

## **2 Background information**

- 2.1 The decision to procure the original case management system (YOIS) was made on the basis that there were a limited number of products available at the time. Bradford Youth Offending Team had recently acquired the YOIS application and the other West Yorkshire YOTs were also considering the same system at that time.
- 2.2 The YOIS application was procured from Social Software Limited, a small specialist software solutions provider set up by the original designer of the YOIS application. The company were able to offer little software support and over time there have been well documented difficulties between Leeds City Council IT services and the supplier in establishing a robust and fully operational system.
- 2.3 Social Software Limited were bought out by a much larger software company – CACI Software in 2009 and they have been able to invest more heavily in further developments of the current version of YOIS. This has also enabled them to offer better 'helpdesk' response and publish more frequent and detailed system application guidance notes.
- 2.4 By 2010 the developer was ready to test an upgraded version of the system, namely Child View Youth Justice. Two 'early adopters' were identified nationally by CACI Software and at least 10 other YOT's agreed to beta test a trial system of Child View Youth Justice with dummy data. By 2011/12 the upgrade was introduced in Leeds.

## **3 Main issues**

- 3.1 The system is now well established, and utilised by staff.
- 3.2 The need for a case management system is 'business critical' and YOIS is used daily with more than 200 registered users.
- 3.3 The current application (CVYJ) is operated under licence from CACI and in the event that it was deemed unfit for purpose, it would need to be decommissioned.
- 3.4 A new system purchase would prove costly, in terms of price and in terms of the time required to train system users. The purchase of a new system would prove considerably more costly than the award of a support and maintenance contract to the existing provider, who also developed the system, and therefore have a clear understanding of the system itself.
- 3.5 The following points should also be taken into consideration;

The supplier has strong knowledge of youth justice system and changes in legislation can be built in to this new application more quickly.

The supplier has links with the Youth Justice Board (YJB) through the procurement of other youth offending software and systems.

## **4 Corporate Considerations**

### **4.1 Consultation and Engagement**

- 4.1.1 Consultation has taken place with the Service (Youth Offending Team) and they are keen to follow the recommendation made by Children Services IT.
- 4.1.2 The system will not be changed; the aim is simply to improve the maintenance and support systems.
- 4.1.3 As indicated the information system provides both management information and the client information system that a management information system would require in order to generate relevant and required data.

### **4.2 Equality and Diversity / Cohesion and Integration**

- 4.2.1 The system exists to enable the Service to record information to meet its statutory reporting requirements, client information recording needs and management information as such it provides breakdowns in respect of ethnicity, gender, disability, etc.
- 4.2.2 As such the maintenance and develop agreement supports this aspect, in as much as it enables the recording and monitoring of these elements and could be further enhanced, in developmental terms, should there be a need to do so.

### **4.3 Council policies and Best Council Plan**

- 4.3.1 The system meets the statutory reporting requirements of the Service.
- 4.3.2 In terms of the Best Council Plan the system supports the city council in respect of;
  - Supporting communities and tackling poverty
  - Building a child-friendly city
- 4.3.2 In respect of the Children & Young Peoples Plan, the agreement will support the Service to ensure that;
  - All CYP are safe from harm
  - All CYP do well at all levels of learning & have the skills for life
  - All CYP choose healthy lifestyles

All CYP have fun growing up

All CYP are active citizens who feel they have voice & influence

#### **4.4 Resources and value for money**

4.4.1 At a cost of £11, 000 per annum the maintenance and support agreement does constitute good value for money, given the various reporting requirements that the Service is subject to.

4.4.2 The current provider developed the system in the first instance, it is therefore reasonable to assume that they will be the best provider of support and maintenance for the system per se.

#### **4.5 Legal Implications, Access to Information and Call In**

4.5.1 The decision to waive CPRs is a significant operational decision under CPR 27.2; therefore, this report will be published but is not subject to call-in.

4.5.2 Awarding the contract to the current provider without competition could leave the Council open to a potential claim from other providers, to whom these contracts could be of interest, that it has not been wholly transparent. In terms of transparency it should be noted that Contracts Procedure Rules suggests that contracts of this value should be subject to a degree of advertising. It is up to the Council to decide what degree of advertising is appropriate. In giving the work to this provider without competition there is a potential risk of challenge from other providers who have not been given the chance to tender for this opportunity.

4.5.3 However, the explanations and rationale given above would prove persuasive in any such situation. It should also be noted that, relatively speaking this is a small value contract.

4.5.4 Whilst there is no legal obstacle preventing the waiver of CPR 9.1 and 9.2, the above comments should be noted when making the final decision, the Chief Officer of Children's Services should be satisfied that the course of action chosen represents Best Value for the Council.

#### **4.6 Risk Management**

4.6.1 There is a risk of challenge from other providers due to the lack of opportunity to tender for this service. In order to mitigate this risk, the provider will be made aware of the future plans for tendering services and the opportunities this will present as well as their opportunities to contribute to the shaping of the services during consultations.

4.6.2 In the event this waiver to award these new contracts is not approved, LCC duties will remain and therefore alternative delivery arrangements will need to be put in place.

4.6.3 In order to ensure good quality delivery and value for money the selected organisation will:

- be required to submit a full service delivery model including pricing schedule. This information will be scrutinised prior to the contract being issued,
- and agree to a better and more robust maintenance and development arrangement.

## **5 Conclusions**

- 5.1 A full commissioning process in order to put in place the required support and maintenance contract would not constitute good value for Children Services.
- 5.2 Given that this is a specialist piece of software it would not make sense to seek an alternative provider to facilitate the maintenance and development work.
- 5.3 It would not make sense to purchase a new system based upon the need to facilitate a more robust maintenance and development contract. This would prove unduly costly.

## **6 Recommendations**

- 6.1 The Chief Officer (Partnership, Development, and Business Support) Children's Services is requested to approve the waiver of contract procedure rules in order to facilitate award of the contract to the current provider (waiver of CPR 9.1 & 9.2, as per CPR 27.2). The waiver is requested to run from October 2015 to 31.03.16 (6 months in the first instance), with options to extend for two further periods of 12 months each.
- 6.2 The Chief Officer (Partnership, Development, and Business Support) Children's Services is also requested to approve the negotiation and establishment of a new regime and new arrangements in relation to support, maintenance and licencing conditions.

## **7 Background documents<sup>1</sup>**

- 7.1 None

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<sup>1</sup> The background documents listed in this section are available to download from the Council's website, unless they contain confidential or exempt information. The list of background documents does not include published works.