

## CABINET

20 June 2023

<b>Title:</b> Contract for the Provision of Translation and Interpretation Services	
<b>Report of the Cabinet Member for Community Leadership and Engagement</b>	
<b>Open Report</b>	<b>For Decision</b>
<b>Wards Affected:</b> All	<b>Key Decision:</b> No
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<b>Accountable Director:</b> Chris Bush, Commissioning Director, Care and Support	
<b>Accountable Executive Team Director:</b> Elaine Allegretti, Strategic Director, Children and Adults	
<b>Summary:</b>  This report seeks Cabinet approval for the direct award of a contract for Translation and Interpretation Services to The Language Shop Limited via the Healthtrust Europe LLP Framework for Total Language Solutions: Interpretation, Translation and Transcription Services from Lot 1 (On-Site and/or Remote Interpretation, Translation and Transcription Services) and Lot 2 (Non-Spoken Interpretation and Translation Services)  The contract will be for a term of two years from 1 January 2024 to 31 December 2025, with an extension option of two years to 31 December 2027.  The Council has a Public Sector Equality Duty under the Equality Act 2010 to provide its residents with equal access to the support and services we provide, which may bring about additional translation and interpretation requirements via the following methods:  <ul style="list-style-type: none"><li>• In Person Face to Face Translation with an Interpreter</li><li>• Virtual Face to Face Translation via Video Call</li><li>• Verbal Translation via a Telephone Call</li><li>• Face to Face British Sign Language Interpretation</li><li>• Written Translation</li></ul> The key benefits of the contract will be:  <ul style="list-style-type: none"><li>• Enable accurate and timely interaction with varied end user groups including our most vulnerable Adults and Children</li><li>• Ensure that key information where a translation need is identified is communicated effectively through spoken, written or non-spoken word processes.</li><li>• A full understanding of the need as the preferred supplier has evolved from a Local Authority background and comprehends in minute detail the requirements, constraints and challenges that Local Authorities are currently operating under.</li></ul>	

- Honouring our duty to residents under the Equality Act 2010 to provide equal access to services and support.
- Translation and Interpretation services have the potential to improve the use and focus of officer time and quickly deliver the desired outcomes to all parties, when compared to the quality of interaction and time taken if the service was not employed.

### **Recommendation(s)**

The Cabinet is recommended to:

- (i) Agree the direct award of a maximum four-year contract for Translation and Interpretation Services to The Language Shop Limited via the Healthtrust Europe LLP Framework for Total Language Solutions: Interpretation, Translation and Transcription Services from Lot 1 (On-Site and/or Remote Interpretation, Translation and Transcription Services) and Lot 2 (Non-Spoken Interpretation and Translation Services) , in accordance with the strategy set out in the report; and
- (ii) Delegate authority to the Strategic Director, Children and Adults, in consultation with the Cabinet Member for Community Leadership and Engagement and the Chief Legal Officer, to award and enter into the contract and all other necessary or ancillary agreements with The Language Shop Limited to fully implement and effect the proposals.

### **Reason(s)**

The procurement will ensure:

- The Council fulfils its legal and statutory obligation to comply with the Equality Act 2010;
- That non-English speaking residents can access essential services and support.
- That all residents can fully participate in the democratic process.
- Residents, regardless of their English comprehension, can be enabled to function effectively as citizens of society by ensuring they understand their obligations towards local rules and customs.
- The Council is compliant with its Contract Rules.

## **1. Introduction and Background**

- 1.1 Prior to 2019, translation and interpretation services were provided consecutively by two well-known suppliers in this market. One contractual arrangement was unfortunately terminated due to failure and the other, despite contractually invoked improvement plans, was again unable to meet the basic demands and expectations required. Due to the failures, the decision was taken to transition to procuring a secondary supplier to support the quality, diversity of languages required and volume of requests to hopefully improve overall outputs and spread the risk.
- 1.2 The secondary supplier was The Language Shop Limited who were appointed with effect from January 2020 for an initial term of two years (with the option to extend for two years). Due to the quality of service provided, The Language Shop Limited naturally evolved to become the sole supplier of translation and interpretation

services for LBBD. It was very clear with close monitoring and a corporate contract management regime they had the knowledge, capacity and attributes to deliver a good quality service to the officers and residents of the borough.

- 1.3 The total contract spend from January 2020 to March 2023 is £526k with a further predicted spend of £132k until contract end in December 2023. This equates to an average spend of £165k per contract year and a total of £658k over the contract term. The historical volumes and spend can be broken down as follows:

Full Contract Year	No of Requests	Spend (£)
January 2020 – December 2020	3435	£131,103.23
January 2021 – December 2021	5852	£176,063.17
January 2022 – December 2022	5762	£174,708.31
January 2023 – December 2023	5800 (predicted)	£175,000.00 (predicted)

- 1.4 The top three highest service users of Translation and Interpretation provisions are Childrens Services at 75% of spend, followed by the Disability Service at 11% and Community Solutions at 7.6%.

- 1.5 The top five languages that require translation via this service in volumetric order are:

1. Romanian
2. Bengali/Sylheti
3. Bengali Dhaka
4. Lithuanian
5. Albanian

- 1.6 COVID lockdowns throughout 2020-2021 impacted the provision of this service with the ability to deliver face to face in person translation an impossible task, The Language Shop stood up very quickly to this challenge and exhibited almost immediate flexibility in their delivery. They switched the provision of face-to-face translation to online platforms such as Zoom and Microsoft Teams allowing the Council to continue to support some of its most vulnerable residents in unprecedented times.

- 1.7 Not only did The Language Shop Limited offer a stable and reliable service throughout COVID, it invested in telephony technology which allowed it to make cost reductions which were passed onwards to clients via reductions in their Rate Card charges.

## **2. Proposed Procurement Strategy**

### **2.1 Outline specification of the works, goods or services being procured**

- 2.1.1 The service requirements can be split into four (4) main types:

### **Face to Face Interpreting**

The provision of Face-to-Face Interpreting Services for spoken languages which entail direct oral communication between the principal parties through the use of an Interpreter. This shall include the following and any other areas which can be properly described as Face-to Face Interpreting:

- Consecutive Interpreting
- On-site Interpreting
- 24 Hour Service, 365 days a year
- Emergency bookings and out-of- hours bookings

### **Telephone and Video Interpreting**

This includes the provision of Telephone Interpreting Services for spoken languages and enables the immediate connection to an interpreter on the telephone. This shall include the following and any other areas which can be properly described as Telephone Interpreting Services:

- On-demand and Scheduled Availability
- 24 Hour Service, 365 days a year
- Provision of Telephone Equipment (where required)
- Emergency bookings and out-of- hours bookings

There is also scope for alternative mediums of service delivery in the form of Video Remote Interpreting and Video Conferencing.

### **Non-Spoken Languages (BSL)**

This includes the provision of Communication Professionals who work with deaf and deafblind people in the UK in the area of non-spoken language. This shall include the provision of British Sign Language Interpreters as well as some or all of the following and any other communication professionals who can communicate with deaf and deafblind people:

- Interpreters for deafblind people
- Lip speakers
- Notetakers
- Sign Supported English (SSE)
- Sign Language Translators
- Speech to Text Reporters
- Deaf Relay Interpreters
- Online BSL
- 24hr Service, 365 days a year
- Emergency bookings and out-of- hours bookings

### **Translation and Transcription**

This includes the provision of Translation Services which requires the interpretation of written text in the source language and rendering that material clearly and accurately into the target language. It also includes the provision of transcription services which converts speech (either live or recorded) into a written or electronic text document and proof reading. This shall include the provision of Document Translation, Transcription Services (Text to Audio/Audio to Text for English to

English and Non-English Languages) and Proof Reading as well as some or all of the following services and alternative formats:

- Multilingual Voice Overs
- Easy Read
- Braille
- Large Print

## **2.2 Estimated Contract Value, including the value of any uplift or extension period**

2.2.1 Based upon current demand levels £700k for the entire 4-year contract period (2 years plus a 2-year option for an extension) The guesstimated spend per contract year is £175k as per current levels of demand. This is a resident demand led service and is funded from individual service budgets based upon usage data.

## **2.3 Duration of the contract, including any options for extension**

2.3.1 Two years plus an optional two-year extension.

## **2.4 Is the contract subject to (a) the (EU) Public Contracts Regulations 2015 or (b) Concession Contracts Regulations 2016? If yes to (a) and contract is for services, are the services for social, health, education or other services subject to the Light Touch Regime?**

2.4.1 Yes, this requirement falls under the requirements of Goods and Services, however the use of an accessible framework is permitted under PCR 2015 and the Council's Contract Rules.

## **2.5 Recommended procurement procedure and reasons for the recommendation**

2.5.1 It is recommended to directly award a two-year contract plus an option for a two-year extension to The Language Shop Limited via the Healthtrust Europe LLP Framework for Total Language Solutions: Interpretation, Translation and Transcription Services from Lot 1 (On-Site and/or Remote Interpretation, Translation and Transcription Services) and Lot 2 (Non-Spoken Interpretation and Translation Services), using the Framework Standard Terms and Conditions and the outline specification highlighted in paragraph 2.1 above.

2.5.2 The reasoning for this recommendation is:

- (i) The provider has a full understanding of our needs as The Language Shop Limited has evolved from a Local Authority background and comprehends in minute detail the requirements, constraints and challenges that Local Authorities are currently operating under, both with demands and finances.
- (ii) The Language Shop Limited has demonstrated they can fulfil 97% of service requests at reduced costs, so can meet our volumetric demands, quality and price expectations.
- (iii) Previous experience in moving suppliers has not delivered desired results and has hindered service outcomes for residents to the point where a stage 3 complaint was received.

(iv) A pool of pre-vetted professionals is readily available to the Council and once the strategy is agreed we will build into the contractual provisions about the use of local interpreters where possible.

2.5.3 The delivery of this service and awarding of this contract will allow the Council to meet the following Borough Manifesto aspirations, whilst also allowing staff to fully realise our values Deliver, Respond and Engage with this service giving them the ability to fully communicate with residents with no language barriers:

- a) Supporting Residents to achieve independent, healthy, safe and fulfilling lives.
- b) A place where residents have access to equal opportunity.
- c) Fair treatment for all

2.5.4 The direct award of this contract to The Language Shop Limited will also remove any requirement for an implementation plan/period or service disruption due to them being the incumbent supplier. It is estimated that to conduct a mini or full procurement exercise, evaluate the tenders with a stakeholder panel and implement a new IT/purchasing process along with settling in a new supplier would take considerable officer time and resources which would far outweigh any cost avoidance or savings a new provider could potentially deliver. Taking this into consideration an open market exercise was not considered to be the best proposition to deliver the best value for money.

## 2.6 **The contract delivery methodology and documentation to be adopted**

2.6.1 The terms and conditions to be used is the Call Off Agreement from the Health Trust Europe Framework supplemented by the Header terms of the framework.

2.6.2 The preferred supplier will be required to maintain a full electronic set of information on the services provided to the Council including but not limited to:

- Client/Resident Name
- Individual Job Reference
- Date
- Start Time/Finish Time
- Duration
- Officer Name
- Department Name
- Cost Centre
- Language requiring translation.
- Type of Service Request
- Cost
- Location of Delivery

2.6.3 This data will be accessible to LBBB officers in the form of Management Information upon request.

## 2.7 **Outcomes, savings and efficiencies expected as a consequence of awarding the proposed contract**

- The Council fulfils its legal and statutory obligation to comply with the Equality Act 2010.

- That non-English speaking residents can access essential services and support.
- That all residents can fully participate in the democratic process.
- Residents regardless of their English comprehension can be enabled to function effectively as citizens of society by ensuring they understand their obligations towards local rules and customs e.g. rubbish disposal and parking restrictions
- The Council is compliant with its Contract Rules and PCR 2015
- Translation and Interpretation services have the potential to improve the use and focus of officer time and quickly deliver the desired outcomes to all parties, when compared to the quality of interaction and time taken if the service was not employed, so in essence could be considered to be delivering cost avoidance.

## 2.8 **Criteria against which the tenderers are to be selected and contract is to be awarded**

2.8.1 Not applicable as the recommendation is a Direct Award.

## 2.9 **How the procurement will address and implement the Council's Social Value policies**

2.9.1 As this procurement strategy is recommending a Direct Award, LBBD is not able to evaluate the Social Value commitments offered. However, to comply with the Council's strategy to ensure Social Value is delivered by all supplier's contracting with the Council for over £100,000. The Language Shop Limited will be notified of the Council's Social Value policies and provided with the Social Value Toolkit. As part of the contract signing agreement. LBBD will liaise with their account manager to discuss and encourage future Social Value commitments.

2.9.2 Any commitments made will be in addition to the service The Language Shop Limited are providing and will be monitored by LBBD's contract manager to ensure outcomes are achieved and reported to the SV Co-Ordinator for reporting and monitoring purposes.

## 3. **Options Appraisal**

3.1 **Do Nothing** - this was rejected as to this could result in the Authority failing to deliver on its legislative requirements under the Equality Act 2010. Doing nothing means the Council would not satisfy its own Manifesto commitment to fair treatment for all.

3.2 **Mini Competition via the existing Framework** – this was rejected due to the historical procurement and contract management experience with this service over the last decade, in that a slightly cheaper rate card on two occasions has previously never delivered the quality of service that we expect for our end users, so much so there was an increase in abortive appointments, inability to meet the diverse language requirements and even a stage 3 complaint.

3.3 **Open Market Procurement** – this was rejected due to the considerable officer time, resources and associated costs it would require evaluating the tenders with a stakeholder panel and implement a new IT/purchasing process along with settling in a new supplier would far outweigh any cost avoidance or savings a new provider could potentially deliver. Taking this into consideration this option was not considered to be the best proposition to deliver the best value for money.

3.4 **Direct Award a two-year contract (with two-year extension option) to The Language Shop Limited** - this is the recommended option for the reasons set out in the report.

#### 4. **Waiver**

4.1 Not applicable.

#### 5. **Equalities and other Customer Impact**

5.1 This service provision will enable accurate and timely interaction with varied end user groups including vulnerable Adults and Children and is a tool to ensure that all available information is communicated effectively through spoken, written or non-spoken word processes. This service provision promotes and celebrates the diverse nature of our residents by promoting inclusivity and giving residents equal access to our services and support.

5.2 An Equality Impact Assessment Screening Tool has been completed (**Appendix 1**) which has determined that this contract and procurement activity will deliver either neutral or positive outcomes to the characteristics analysed and therefore a full EIA is not required. This contract is inherently aimed at eliminating discrimination and providing better and equal access to support and information for all residents.

#### 6. **Other Considerations and Implications**

##### 6.1 **Risk and Risk Management**

###### **Risks**

- No formal contract means the Council will not be able to continue to provide its residents with appropriate translation and interpretation to perform their legislative duties as stated in the Equality Act 2010;
- Uncontrolled spending on Translation and Interpretation due to no formal contracts in place could leave to the Council open to challenge through FOI and audit;
- There is risk of overspending on Translation and Interpretation across all Council divisions due to non-centralised buying and unagreed prices on non-contractual services if not covered by the scope and management of a corporate contract;
- Not having this service covered by a corporate contract with centralised management, could mean delays, cancellations, non-delivery and the inability for volume/diverse language requirements to be met potentially putting some residents at a disadvantage.

###### **Risk Management**

- Having a corporate contract in place will ensure the Council meets its duty of care and obligations as stated in the Equality Act 2010
- The contract will provide for strict performance monitoring which the provider will be required to adhere to in order to ensure a timely quality service with high fulfilment rates at the agreed costs is delivered, thus reducing the issues of unapproved services at unagreed prices.



- The Terms and Conditions will set out the operations of the Contract and ensure all parties meet their contractual obligations.
- If the provider continuously fails to deliver expected service levels in line with expectations and the contract terms and conditions despite close corporate contract management, then we will have the ability should we need to terminate the contract and source an alternative provider (subject to Procurement Board and Stakeholder approval). There are other providers available on the Healthtrust Europe LLP Framework and if required we could explore other Frameworks like the NHS Shared Business Services.

- 6.2 **Safeguarding Children** - It is clear from the historical spend data that Children's Services are heavily reliant on the use of translation services to ensure they can fully communicate transparently and fully with those residents involved in referrals and casework where language barriers exist. This service is a necessity to ensure that the children who are subject to our interventions are fully safeguarded and that no communication complications impede the ability of officers to ensure that this is indeed the case.
- 6.3 **Health Issues** - As above, Children's Services are heavy users of translation in all areas of support offered, which in turn will deliver concise important messages and expectations to the parents and caregivers about the care that a child is expected to receive, it will remove any ambiguity, it will remove cultural differences and hopefully ensure with our help along with the support of translation services that a child can be raised in a healthy, non-neglectful and positive way.
- 6.4 **Crime and Disorder Issues** - This service provision will ensure regardless of a resident's English comprehension that they can be enabled to function effectively as citizens of our borough and society by ensuring they understand their obligations towards local rules and customs e.g., rubbish disposal, parking restrictions, noise nuisance and any subsequent legal proceedings for non-compliance.
- 6.5 **Data Protection** - The Data Protection elements of this contract and Framework will be reviewed in line with Data Protection legislation requirements for example undertaking a Data Protection Impact Assessment prior to contract commencement date.

## 7. Consultation

- 7.1 The proposals in this report will be considered at Procurement Sub-Group on 3rd April 2023 and Procurement Board on 17 April 2023.

## 8. Corporate Procurement

Implications completed by: Euan Beales, Head of Procurement

- 8.1 The Council requires all spend over £50,000 to be procured in the open market, however this requirement is also satisfied in the event that the route to market is an open and accessible framework. The use of the Health Trust Europe framework satisfies this requirement and is also a recognised route to market for this type of service.

- 8.2 The report recommends a direct award to The Language Shop and justification has been given, this is supported by cost avoidance through not having to conduct a full open tender or a mini competition through the framework which would require a full project team for the evaluation and implementation.

## **9. Financial Implications**

Implications completed by: Sandra Pillinger Group Accountant

- 9.1 The estimated cost of this contract award is £700,000 for the four-year period from 1 January 2024 to 31 December 2027 (two years plus two years' extension). This is based on the price schedule set out in the first section of this report and historic usage levels. These prices will be fixed over the term of the contract. Costs will be borne directly by the service, which is largely Childrens Services, but also Disability Services and Community Solutions.

## **10. Legal Implications**

Implications completed by: Kayleigh Eaton, Principal Contracts and Procurement Solicitor, Law and Governance

- 10.1 This report is seeking approval to use the Healthtrust Europe LLP Framework to procure a contract for Translation and Interpretation Services from Lots 1 and 2 on the framework for a term of two years from 1 January 2024 to 31 December 2025, with an extension option of two years to 31 December 2027 via a direct call-off.
- 10.2 This report states that the total value of the procurement will be £700,000, which is above the threshold for service contracts and means that there is a legal requirement to carry out a tender exercise in accordance with the Public Contracts Regulations 2015 (PCR). Using an already established framework is a compliant route to market under the PCR. This will also satisfy the Council's Contract Rules. Rule 5.1 (a) advises that it is not necessary for officers to embark upon a separate procurement exercise when using a Framework Agreement providing the Framework being used has been properly procured in accordance with the law and the call-off is made in line with the Framework terms and conditions.
- 10.3 The use of the HealthTrust Framework will satisfy the above requirements as the Council is permitted to call off from the framework, which has been set up following a compliant process for all local authorities in the country.
- 10.4 Contract Rule 28.8 of the Council's Contract Rules requires that all procurements of contracts above £500,000 in value must be submitted to Cabinet for approval. In line with Contract Rule 50.15, Cabinet can indicate whether it is content for the Chief Officer to award the contracts following the procurement process.
- 10.5 The legal team will be able to assist the client department with putting in place the contract with the supplier.

**Public Background Papers Used in the Preparation of the Report:** None

### **List of appendices:**

- **Appendix 1** – Equality Impact Assessment Screening Tool