



**Decision of Cabinet Member for  
Children Young People and  
Schools**

19 December 2023

**Report from the Corporate Director,  
Children and Young People**

**Authority to Vary a Contract with Positive Behaviour Support to  
Include a Looked After Child Resilience Service**

<b>Wards Affected:</b>	All
<b>Key or Non-Key Decision:</b>	Non-Key
<b>No. of Appendices:</b>	None
<b>Background Papers<sup>1</sup>:</b>	None
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## 1.0 Purpose of the Report

- 1.1 This report requests individual Cabinet Member approval to vary a contract in respect of positive behaviour support delivery post hospital discharge with Positive Support Group (PSG), formerly known as Positive Support Behaviour Consultancy (PBSC), in accordance with paragraph 13 of Part 3 of the Constitution. The report summarises the reasons for the request to vary the contract to include a Looked After Child Resilience Service.

## 2.0 Recommendation(s)

That the Cabinet Member for Children, Young People and Schools having consulted with the Leader:

- 2.1 Approves the variation of the contract with Positive Support Group to allow for an additional cost of £100,000 to include an additional Looked After Child Resilience Service (LRS) element as set out in section 3.

## 3.0 Detail

### **3.1 Contribution to Borough Plan Priorities & Strategic Context**

3.1.1 This contract variation supports the Borough Plan Strategic Priority 4: The Best Start in Life, by ensuring there is support available to looked after children and young people at times of crisis. This support means that families, foster carers and providers will have the ability to manage children and young people's challenging and complex behaviours, thus reducing placement breakdowns and promoting positive outcomes for children and young people.

### **3.2 Detail**

3.2.1 The Council entered into a contract with Positive Behaviour Support Group ("PSG") for positive behaviour support delivery post hospital discharge as of 3 July 2023 (the "Contract"). The aim of the Hospital Discharge Service is to identify the most appropriate means of supporting discharges of children and young people from emergency departments and acute hospital settings with their wellbeing within appropriate and expedient timescales.

3.2.2 The Contract with PSG for positive behaviour support delivery post hospital discharge was originally valued at £170,000 and is funded from £700,000 (the "Project") received from the Integrated Care System (ICS) Child and Adolescent Mental Health Services (CAMHS) Provider Collaborative (the "Collaborative"), Central North West London (CNWL) and West London (WL) health trusts.

3.2.3 Since going live, the Hospital Discharge Service has shown impact in the following ways:

- 16 referrals were received from seven local authorities (within ICS footprint) and seven referrals were accepted (other referrals did not meet necessary criteria). Of these seven:
- Two young people have moved into a residential children's home with continued PSG support.
- Three young people have been discharged home with continued PSG support.
- One young person is being supported in Lavender Walk (NHS Adolescent inpatient Mental Health Unit) by PSG with a view to move home with continued PSG support.
- One young person remains in an acute hospital setting and is refusing PSG support. PSG continue to seek to engage.
- The service started with eight residential homes working in partnership with PSG and this has now expanded to ten.
- Six of the original eight homes have been assessed, received bespoke training and ongoing support. Dates have been set for the other four homes to receive the same and this will be completed by the end of February 2024.
- Feedback from young people, and professionals has been positive about the service and PSG.

- 3.2.4 Officers are seeking a variation to the contract with PSG to create a Test and Learn preventative service called the Looked After Child Resilience Service. The impact of the service provided by PSG has led to the conclusion that the project scope should be widened to deliver this, rather than commissioning a separate service.
- 3.2.5 Currently 13% of Brent's looked after children have had three different placements within a year (as of September 2023) compared to the England (10%) and statistical neighbour (9%) average. Placement breakdowns are destabilising for young people, and often result in emergency and reactive placement moves with a consequence of higher weekly placement costs. Between April 2018 and February 2023, 31 LAC moved from a fostering to a residential placement, resulting in an average weekly cost increase for their placement of £3,151. Therefore, officers have sought to develop a service to reduce the number of placement breakdowns.
- 3.2.6. The objective of the proposed Looked After Child Resilience Service (LRS) is to increase carers and providers' ability to successfully support young people to manage their challenging and complex behaviours. This is with the aim of reducing placement breakdowns and increasing resilience, confidence, capacity, and positive outcomes for both the young person and carers/providers.
- 3.2.7 Brent are the lead commissioners for the overall project, and the 8 participating authorities are: Brent; Ealing; Hammersmith and Fulham; Harrow, Hillingdon, Hounslow, Kensington and Chelsea and Westminster. These LAs are in agreement for Brent to build on the existing services under the Contract to test another element to benefit young people in North West London.
- 3.2.8 This variation entails an initial 2 month 'discovery phase' with an active service delivery commencing in January 2024 until the end of the existing Contract on 2 July 2024. This variation will be trialled in and be for the benefit of Brent Looked After Children only, with a view to scaling across NW London if successful. The benefits of this variation are to include:
- Maintain young people in local placements which help to maintain family, educational and social links.
  - Improved skillsets and resilience for young people, foster carers and providers.
  - Increased placement stability which prevents escalating placement costs
  - Help with in house foster carer recruitment and retention.
  - Increase local capacity, confidence and sufficiency within the local placements sector.
  - Position Brent as an LA of support, training and understanding within the local placements market to assist with market management activities.
  - Additional non cashable benefits of reducing social worker travel time and expenditure to visit out of borough placements.

3.2.9 The initial two-month discovery phase commenced in November 2023. This was necessary prior to a contract variation to see if there was a service which could be developed to address the identified need of placement breakdowns. PSG confirmed they were willing to “carry this risk” of commencing work with the risk of non-payment if a variation was not approved. This risk has been cleared with Brent’s legal and procurement teams.

3.2.10 This risk carrying is a reflection of the positive working relationship between PSG and Brent on behalf of NWL LAs, and their commitment to positive outcomes. It was imperative to commence the discovery phase further to the development of a specification and KPIs as eight months remained on the original contract, and there risked being insufficient time to obtain meaningful results and outcomes.

3.2.11 The cost of this variation is £100,000, which will be funded from the £700,000 funding received from the Integrated Care System (ICS) Child and Adolescent Mental Health Services (CAMHS) Provider Collaborative (the “Collaborative”), Central North West London (CNWL) and West London (WL) health trusts. There will be no direct cost to Brent for this service.

3.2.12 Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Corporate Directors may only vary and extend contracts and agreements provided that:

- (a) the extension would not be in breach of Procurement Legislation.
- (b) the extension does not substantially alter the terms and conditions of the contract.
- (c) there is sufficient existing budgetary provision.
- (d) if the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract:
  - (i) in the case of any contract, agreement, deed, or other transaction with a life of not more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of six months; or
  - (ii) in the case of any contract, agreement, deed, or other transaction with a life of more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of one year.
- (e) provided that in the case of any variation (other than an extension):
  - (i) the total value of the variation is less than £1m; and

- (ii) if the total value of the variation (and any previous variations agreed under this provision) is more than £50k it is not more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract).
- (f) the relevant cabinet member shall be consulted prior to a decision within (d) (i) or (ii) and (e) (i) and (ii) above and may request that the decision instead be referred to them.

3.2.13 For the reasons detailed in paragraphs 3.3.2 to 3.3.12, the Corporate Director does not have delegated powers to agree the variation as the variation is more than £50,000 and 50% of the original Contract value. But pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Children Young People and Schools, having consulted with the Leader has delegated powers to:

Agree contract extension, variation, or termination where the decision is excluded from officer delegated powers because:

- (a) the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract; and
- (b) the contract, agreement, deed or other transaction has a life of not more than one year (including any possible extension provided for in the contract) and the extension exceeds a period of six months; or
- (c) the contract, agreement, deed or other transaction has a life of more than one year (including any possible extension provided for in the contract) and the extension exceeds a period of one year; or
- (d) in the case of any variation (other than an extension):
  - (i) the total value of the variation is £1 million or more; and
  - (ii) the total value of the variation is more than £50k and is more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract)

Agree of other contract extensions, variations, or terminations where the Cabinet Member requests that a decision be referred to them pursuant to Part 3 paragraph 9.5.

3.2.14 Subject to consultation with the Leader, the Cabinet Member for Children Young People and Schools has delegated powers to agree the proposed variation and

extension, which variation is over £50,000 and over 50% of the original Contract value.

#### **4.0 Financial Considerations**

- 4.1 The value of the proposed variation is £100,000 which will increase the overall contract with the Positive Support group to £270,000.
- 4.2 The cost of the proposed variation to the contract as well as the existing contract will be contained within the £700,000 received from the Integrated Care System (ICS) Child and Adolescent Mental Health Services (CAMHS) Provider Collaborative (the “Collaborative”), Central North West London (CNWL) and West London (WL) health trusts.
- 4.3 The support and training will increase the skill set, resilience and confidence of young people and carers to prevent escalating needs. This will assist with the recruitment and retention of Brent foster carers and reduce the reliance on more costly Independent Fostering Agency (IFA) and residential placements.
- 4.4 It is envisaged this test and learn project will reduce placement breakdowns, and subsequent moves into higher costing placements. Therefore, should the pilot be successful, future consideration will need to be given to the financing of further contracts with the ICB/CAMHS Provider Collaborative.

#### **5.0 Legal Considerations**

- 5.1 Officers recommend the variation of the Contract as set out in paragraphs 2.1.
- 5.2 The value of the original contract is such that it is subject to partial application of the Public Contract Regulation 2015 (PCR 2015).
- 5.3 The contract contains express provision allowing for the variation as recommended and as such extension is permitted in accordance with the PCR 2015.
- 5.4 As set out in paragraph 3.3.12 pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Children, Young People and Schools subject to consultation with the Leader, has delegated powers to agree the proposed extension and variation.
- 5.5 Each local authority has a duty, under section 10 of the Children Act to make arrangements to promote co-operation with its relevant partners with a view to improving the wellbeing of children in the authority’s area. Each of the statutory ‘relevant partners’, which includes health, in section 10 is also required to co-operate with the local authority in making those arrangements.
- 5.6 Pursuant to S.22G of the Children Act 1989, the Council is required to take steps that secure, so far as reasonably practicable, sufficient accommodation

within the authority's area which meets the needs of children that the Council are looking after, and whose circumstances are such that it would be consistent with their welfare for them to be provided with accommodation that is in the Council's area (the "Sufficiency Duty"). The Sufficiency Duty is a general duty that applies to strategic arrangements rather than to the provision of accommodation for a particular, individual child. The Sufficiency Duty requires the Council to do more than simply ensure that accommodation be 'sufficient' in terms of the number of beds provided. It must have regard to the benefits of securing a range of accommodation through a number of providers. The accommodation must also meet the needs of children.

## **6.0 Equality, Diversity & Inclusion Considerations**

6.1 Pursuant to s149 Equality Act 2010 (the "Public Sector Equality Duty"), the Council must, in the exercise of its functions, have due regard to the need to:

- (a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,

6.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

6.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.

6.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.

6.5 The proposals in this report have been subject to screening and officers believe that there are no adverse equality implications.

## **7.0 Stakeholder and Ward Member consultation and engagement**

7.1 There has been early engagement with Brent social care staff and managers, local providers, young people, colleagues in other NWL local authorities and within the NWL CAMHS trusts.

## **8.0 Human Resources/Property Implications (if appropriate)**

8.1 This service is currently provided by an external contractor and there are no implications for Council staff arising from varying and extending the contract.

8.2 There are no property / accommodation implications.

## **9.0 Public Services (Social Value) Act 2012**

9.1 The Council is under a duty pursuant to the Public Services (Social Value) Act 2012 (“the Social Value Act”) to consider how services being procured might improve the economic, social and environmental well-being of its area; how, in conducting the procurement process, the Council might act with a view to securing that improvement; and whether the Council should undertake consultation. Whilst this report concerns an extension to the Contract, Officers have nonetheless had regard to considerations contained in the Social Value Act in relation to the extension.

## **10.0 Climate Change and Environmental Considerations**

10.1 Staff working on the resilience project will be encouraged to use green sources of travel i.e walk, cycle and electric scooter.

## **11.0 Communication Considerations**

11.1 More detailed engagement, via focus groups with Brent young people, staff, and foster carers, as well as other stakeholders is planned throughout the project to inform service delivery and future action.

### **Report sign off:**

***Nigel Chapman***

Corporate Director, Children and Young People