



Decision of Cabinet Member for Community Safety

Report from the Operational Director Environment Services Cllr Miller

AUTHORITY TO VARY THE CONTRACT FOR DOMESTIC VIOLENCE ABUSE ADVOCACY, FAMILY SUPPORT AND MARAC WITH ADVANCE ADVOCACY AND NON VIOLENCE COMMUNITY EDUCATION TO BE MADE IN ACCORDANCE WITH PARAGRAPH 13 OF PART 3 OF THE CONSTITUTION

Wards Affected:	All
Key or Non-Key Decision:	Non-Key Decision
No. of Appendices:	None
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Colin Wilderspin Head of Community Safety Colin.wilderspin@brent.gov.uk

1.0 Purpose of the Report

1.1 This report concerns for the Domestic Abuse Advocacy, Family Support and MARAC Co-ordination Services with Advance Advocacy and Non-Violence Community Education. This report requests individual Cabinet Member approval to vary the contract as part of the COVID-19 recovery service and the One Stop Shop in accordance with paragraph 13 of Part 3 of the Constitution.

2.0 Recommendation(s)

That the Cabinet Member for Community Safety having consulted with the Leader:

- 2.1 agrees variation of the contract as part of COVID-19 recovery service, to recruit a X 1 duty cover, X 1 MARAC administrator, X 1 additional IDVA for a period of 12 months from 1st August 2020 until 1st August 2021 for the sum of £143,000;
- 2.2 agrees the variation of the contract to include the provision of the Chrysalis One Stop Shop for a period of 10 months from November 1st 2020 – August 31st 2021 for the sum of £31,250

in accordance with paragraph 13 of Part 3 of the Constitution.

3.0 Detail

As part of the Covid-19 recovery the Chief Executive and Domestic Abuse Recovery Board has secured funding to provide three additional posts to support the increased demand on domestic abuse services caused by the Covid-19 lockdown.

The original contract for the Chrysalis One Stop Shop was for an 8 month duration from September 2019 to April 2020 which was then extended for a period of 6 months from 1 May 2020 to 31 October 2020. This recommendation is to include the service delivery of Chrysalis within the current contract with Advance, for the remainder of the contract period.

To allow the Council to continue the current level of service for which the appropriate structures are already in place, this will require significantly less resource than commissioning a new provider at this time. Approval to extend the contract has been sought for 9 month period until 31st August 2021 to ensure service continuity and stability to this vulnerable client group, particularly during the covid-19 recovery phase. Advance has seen an increase in the severity and complexity of calls since the covid-19 lockdown and have done a respectable job in running an adapted service with limited disruptions. Brent residents are familiar with the service and clear referral pathways have been established. This has been even further strengthened by the local campaign “lockdown is no excuse for domestic abuse” which signposts residents into Advance. Going through the commissioning process and possibly having a new service would disrupt existing pathways during such a difficult time for survivors of domestic abuse.

A needs assessment will be carried out by the domestic abuse recovery group towards the end of 2020 which will feed into future commissioning.

3.1.1 Covid-19 response

The COVID-19 pandemic resulted in a national lockdown as one of the response measures to halt disease transmission. The lockdown, while seemingly successful in helping control the pandemic, added additional risk factors for domestic abuse, means of control and reduced visibility of families who were already at risk of such abuse. The national charity Refuge have reported calls and contacts to the National Domestic Abuse Helpline have risen to a weekly average increase of 66% and visits to the website (where women can request a safe time to be contacted) have seen a 950% rise compared to pre Covid-19. In the first month of lockdown Brent Police saw a marked increase in reported incidents of domestic abuse when compared to the same time period the previous year:

	DA Incidents	DA Offences	DA Offences W/I
27th March 2019 to 24th April 2019	415	258	63

27th March 2020 to 24th April 2020	492	300	97
% Change	+18.6%	+16.3%	+54%

The VAWG sector is expecting to see a further, significant surge in numbers as lockdown measures ease. Government funding has gone into national services such as the national helpline and online platforms and not into local domestic abuse support services. The more national services are being boosted, the more calls will be diverted to local services for support as when survivors call the national helpline they are provided advice and signposted to their local services. Therefore the recommendation is to fund 3 additional posts for a 12 month period to help manage this expected increase in demand and increase the frequency of the Brent Multi-Agency Risk Assessment Conference (MARAC)

3.1.2 Chrysalis

Between October 2019 – March 2020 the following outputs and outcomes were achieved at Chrysalis:

- 25 drop-in service sessions were provided
- 180 sessions with professionals took place
- 121 survivors were supported to access services relevant to their needs.
- 89% of survivors felt confident in knowing how and when to access support compared to intake
- 83% of all survivors who answered the question were aware of 1 or more relevant support services after attending the OSS
- 91% of survivors who report that if they were aware a service like the One-Stop-Shop existed sooner, it would have encouraged them to seek support earlier
- 92% of survivors who report they would recommend the OSS to a friend
- 33% of survivors who attended the OSS on more than one occasion

Insights and data gathered in this phase of the project will be used to inform an options appraisal on the future of the service.

In response to the Covid-19 social distancing measures, which were implemented nationwide on 24 March 2020, the service has continued to operate remotely. Support is being provided to victims by staff from Advance and Chrysalis partners through audio-visual platforms and discussions are taking place regarding reintroducing face to face support in the coming months.

- 3.2 The original contract value for the Independent Domestic Violence Advocacy (IDVA), Family Support and Multi Agency Risk Assessment Conference (MARAC) coordination services was a total of £801,000 for 3 years up to 1st December 2020. The contract has been extended to 31st August 2021 by a value of £200,250. The contract was varied on 2nd December 2017 to include the Home Office Transformation Fund for additional specialist domestic abuse

IDVA intervention services at £300,000 and with the proposed variation the total value of the variations will be over £50k and 50% of the contract.

Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Chief Officers are able to vary contracts and agreements without the need for Cabinet approval so long as it complies with the provisions set out therein (section 3(b) of the table at paragraph 9.5 of Part 3 of (a)), and provided that where the total value of the variation is more than £50k it is not more than 50% of the original contract value

- 3.3 In accordance with paragraph 13 of Part 3 of the Constitution, the Cabinet Member have delegated authority to agree variation where the value is over 50% of the original contract value.

4.0 Financial Implications

- 4.1 As detailed within section 3 above.

5.0 Legal Implications

- 5.1 The contract is a Schedule 3 service contract under the Public Contracts Regulations 2015 (EU Regulations) and it was procured in accordance with the requirements of the EU Regulations as based on the original contract value, it is above the threshold for Schedule 3 service.
- 5.2 Under the EU Regulations, a contract may be modified (including extensions and variations) during the contract term, without commencing a new procurement in the circumstances set out in Regulations 72 of the Public Contracts Regulations 2015. Contracts may be modified where the modification, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and do not provide for modifications that would alter the overall nature of the contract or the framework agreement (regn 72(1)(a)). Based on the information provided in the body of this report and paragraph 5.3 below, the variation would not be in breach of the European Procurement Legislation.
- 5.3 Clause A3 of the contract provides that the Council may in its sole discretion extend the contract on the same terms and conditions and clause F3 of the contract provides that the Council may require changes to the services whether by way of removal of Services, the addition of new services or increasing or decreasing services. The modification will not substantially alter the terms and conditions of the current contract.
- 5.4 Individual Cabinet members have delegated to them under paragraph 13 of Part 3 of the Constitution, authority to agree extension, variation or termination

where excluded from officer delegated powers because the variation is more than £50,000 and 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. As mentioned in paragraph 3.2 the variation is more than £50,000 and more than 50% of the original contract value and it is considered you have such delegated authority to approve such variation as per recommendation in this report.

6.0 Equality Implications

6.1 The public sector duty is set out at Section 149 of the Equality Act 2010. It requires the Council, when exercising its functions, to have due regard to the need to eliminate discrimination, harassment and victimisation and other conduct under the Act, and to advance equality of opportunity and foster good relations between those who share a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race (including ethnic or national origins, colour or nationality), religion or belief, sex and sexual orientation, marriage and civil partnership) and those who do not share that protected characteristic.

6.2 There are no negative equality implications resulting from the proposals in this report as anyone can be a victim of domestic abuse and it is expected that anyone in Brent who requires the support will be supported and the services under this contract are provided to men, women, and transgender. Anyone in Brent who requires the support will be supported and the services are monitored. An Equalities Impact Assessment screening form was completed when the contract was awarded.

7.0 Consultation with Ward Members and Stakeholders

7.1 N/A

8.0 Human Resources/Property Implications (if appropriate)

8.1 N/A

9.0 Public Services (Social Value) Act 2012

9.1 The Council has a duty pursuant to the Public Services (Social Value) Act 2012 to consider how the service being procured might improve the economic, social and environmental well-being of Brent and how it might act with a view to securing that improvement during the procurement.

9.2 The service is aimed at improving, in particular, the social well-being of residents in Brent. In procuring the service, officers will also explore introducing specific measures to improve the economic, social and environmental well-

being of the Brent area and social value will be one of the evaluation criteria used to encourage bids to address such issues.

Report sign off:

Alan Lunt
Strategic Director, Regeneration & Environment