



Decision of Cabinet Member for Safer Communities and Public Protection

Report of the Strategic Director of Regeneration and Environment & Assistant Chief Executive /

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
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
No. of Appendices:	None
Background Papers¹:	None
Contact Officer(s): (Name, Title, Contact Details)	Kibibi Octave, Head of Community Safety and Prevent 020 8937 4225 Kibibi.Octave@brent.gov.uk Davina Smith , Community Safety Manager 020 8937 1780 Davina.smith@brent.gov.uk

1.0 Purpose of the Report

1.1 This report concerns 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

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approval to vary the contract to allow detailed commissioning whilst retaining service delivery in accordance with paragraph 13 of Part 3 of the Constitution.

2.0 Recommendation(s)

That the Cabinet Member for Safer Communities and Public Protection, having consulted with the Leader:

- 2.1 Agrees variation of the existing contract to support the **detailed procurement whilst retaining service delivery in accordance** with existing service delivery, for a period of 6 months from 1st September 2022 until 1st March 2023 for the sum of £228,225. 00

3.0 Detail

- 3.1 Approval to extend the contract has been sought for 6 months period until 1st March 2023 to ensure service continuity and stability to this vulnerable client group whilst procuring future service delivery. The projected total value of the future contract, requires a longer period to procure services and due to the nature of specialist support and independence, we are seeking to ensure that all possible suppliers are able to submit a bid an increase the quantity and quality of applications.

This variation in contract would maintain the existing structures and support routes for victim/ survivors. Advance (the current provider) has seen an increase in the severity and complexity of calls and referrals since the start of the pandemic and have done a respectable job in running an adapted service during this period with limited disruptions and has now returned successfully to contractual delivery arrangements. Brent residents are familiar with the service and clear referral pathways are established with key partners.

The 6 month variation period will provide the local authority the opportunity to design a campaign which draws interest to specialist agencies to apply through the procurement exercise. This option with retain continuity of provision.

Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Chief Officers are able to extend contracts and agreements without the need for Cabinet approval, provided that:

- (a) the extension, variation, renegotiation, novation or assignment would not be in breach of the European Procurement Legislation.
- (b) the extension, variation, renegotiation, novation or assignment does not substantially alter the terms and conditions of the contract.
- (c) there is sufficient existing budgetary provision.

- (d) provided that in the case of any variation (other than an extension):
 - (i) the total value of the variation is less than £1 million; and
 - (ii) if the total value of the variation 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).
- (e) the relevant cabinet member shall be consulted prior to a decision within (d) (i) or (ii) above and may request that the decision instead be referred to them.

The original contract value for the Independent Domestic Violence Advocacy (IDVA), Family Support and Multi Agency Risk Assessment Conference (MARAC) coordination services and the Home Office Transformation Fund for specialist domestic abuse IDVA intervention services is £1,301,250 until 1st August 2022. The value of the contract extension as mentioned above is £228,225 00 and this cost has been forecasted and accounted for within existing council budgets for the full year 2022-2023.

There has been discussions with the current provider to retain delivery for a further 6 months and agreed in principle. The additional 6 months extension will bring the service in line with original plans for a 3+1+1 contract (5 year 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

- 3.2 In accordance with paragraph 13 of Part 3 of the Constitution, the Cabinet Member has consulted the Leader in connection with the recommendations.
- 3.3 The individual Cabinet Member is asked to give approval to these proposals as set out in the Recommendations and in accordance with the Constitution.

4.0 Financial Implications

- 4.1 The current Domestic Abuse support (IDVA, MARAC) activity is delivered by ADVANCE at a cost per year of £456,450. The total value per year is shared funding consisting of £184,110 from Community Protection core budget (following a growth bid received 2021 as a permanent increase to support delivery demands), £163,404 from Public Health and £108,936 children and young people service as per table below.

Advance contract per annum	£ 456,450.00
Public Health	£ 163,404.00
CYP	£ 108,936.00
Community Protection	£ 38,250.00
Growth bid	£ 145,860.00

4.2 Funding for a specialist Independent Sexual Violence Advocate (ISVA) and a Perpetrator Programme has already been confirmed by the Mayors Office of Police and Crime (MOPAC) through the London Crime Prevention Funding allocation from April 2022 – March 2025. These services will work closely supporting the current provider.

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 (reg 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 proposals in this report have been subject to screening and officers believe that there are no equality implications.

There are no negative equality implications resulting from the proposals in this report.

6.2 Brent Council is required to make anticipatory reasonable adjustments to ensure that disabled service users have equitable access to all services. Over the past 12 months, we have been working to make our web services compliant with the Web Content Accessibility Guidelines version 2.1 AA standards.

6.3 Brent Council have commissioned Domestic Abuse provider – ADVANCE, and other services commissioned by the council we undertake regular monitoring and collation of data relating to equality as part of the contract including gender, disability, sexuality, ethnicity, and age (with particular interest in young victims and perpetrators). The advocacy service are monitored on their ability to deliver effective services to specialist BAME victims, and to link in with other local specialist partners to facilitate this. An Equalities Impact Assessment form has been completed prior to the point of procuring services.

7.0 Consultation with Ward Members and Stakeholders

7.1 Lead Member for Community Protection has been briefed on the request to extend the current contract and delivery services.

8.0 Human Resources/Property Implications

8.1 Pre-existing arrangements will remain with staff co working from the Wembley Police station, Brent Civic Centre and Advance core office.

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 of **Regeneration and Environment**

Shazia Hussain

Assistant Chief Executive