

	Officer Key Decision
	Report to the Corporate Director Care, Health and Wellbeing
AUTHORITY TO VARY AND EXTEND CONTRACT FOR THE PROVISION OF EXTRA CARE HOUSING (ECH) SERVICES AT BEECHWOOD COURT, HARROT COURT AND TULSI HOUSE.	

Wards Affected:	Northwick Park Queensbury Wembley Central
Key or Non-Key Decision:	Key Decision
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
No. of Appendices:	NIL
Background Papers:	NIL
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Name: Karen Wren Job Title: Market Oversight Manager, Interim Email: karen.wren@brent.gov.uk

1.0 Purpose of the Report

- 1.1 This report requests authority to vary and extend a contract in respect of Extra Care Housing services at Beechwood Court, Harrot Court and Tulsi House with Westminster Homecare Ltd. as required by Contract Standing Order 112. The report summarises the reasons for the request to vary and extend and sets out the nature of the variation and the duration of the extension.

2.0 Recommendation(s)

That the Corporate Director of Adult Social Care and Health:

- 2.1 Approves the variation of the contract for the provision of Extra Care Housing support services with Westminster Homecare to permit the extension of the contract.
- 2.2 Approves the extension of the contract detailed in Recommendation 2.1 for a period of Nine (9) months up to 3 June 2024.

3.0 Detail

- 3.1 The Council entered into a contract for the provision of Extra Care Housing (“ECH”) support services with Westminster Homecare Ltd. on 3 September 2018 (the “Contract”) for an initial period of Five (5) Years.
- 3.2 The Contract contains provision permitting extension of the Contract by a period of two (2) years on a 1+1 basis at the discretion of the Council.
- 3.3. The Contract for ECH services covers three properties at services at Beechwood Court, Harrot Court and Tulsi House. The Council wishes to undertake a review of the Contract with a view to potentially aligning contract start dates for six ECH schemes (currently managed by two providers) to enable the procurement of all 6 ECH schemes together in 2024. In order to allow the potential alignment of contract start dates, Officers wish to extend the contract by nine (9) months to end on 3rd June 2024 rather than extend by the term of one (1) year as permitted by the Contract.
- 3.4 Whilst the Contract contains provision permitting extension by a period of two (2) years on a 1+1 basis at the discretion of the Council, Officers recommended the Contract is extended by nine months only. As this extension is not in accordance with the provisions of the Contract, a variation to the Contract is required to allow for the shorter period of extension.
- 3.5 The recommended extension will enable officers to review the current ECH support service and undertake engagement with stakeholders as to how the service can be best delivered. It is expected that Officers in the Commissioning Service will work with health partners and internal stakeholders when completing the review, as well as ensuring people using services are given a full opportunity to participate in this process.
- 3.6 The stakeholder engagement will define the future service delivery that will be reflected in the new contract and service specification when the service is re-tendered.

- 3.7 As mentioned above, there is a provision in the Contract permitting extension of the contract term by up to two years although extension is only sought for a period of nine months. It is proposed that the Contract continue on the same terms and conditions during the extension period. The contractor is in agreement with the proposed nine month extension period.
- 3.8 Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Corporate Directors and Directors are able to extend contracts and agreements without the need for Cabinet approval, 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.

3.9 Subject to consultation with the relevant cabinet member concerning the Recommendations and the cabinet member not requesting that the decision instead be referred to them, it is considered that the Director has delegated authority to agree the variation and extension as, using the numbering and lettering detailed in paragraph 3.9 above:

- (a) the variation and extension would not be in breach of Procurement Legislation, with such variation and extension permitted in accordance with Regulation 72 of the Public Contracts Regulations 2015 ("PCR 2015") as detailed in the Legal Implications.
- (b) the variation and extension do not substantially alter the terms and conditions of the contract, with the only changes being to extend the contract for a shorter period than permitted when the contract was awarded.
- (c) there is sufficient existing budgetary provision.
- (d) the proposed extension is not in accordance with the extension provisions in the Contract but is permitted in accordance with (ii) in that the Contract was let for a period of over one year and the recommended extension is for a period of less than one year.
- (e) as the variation proposed is merely to enable an extension for a term not originally provided for in the contract, the provisions of (e)(i) and (ii) are not applicable.

4.0 Financial Implications

4.1 The annual value from 2018 at the contract start was £2,046,108.62 per annum from 2018, £10,230,543.10 total contract value. From inflationary uplifts and London Living Wage increase the annual value of the contract is £2,034,762.96. The value of the proposed extension is £1,528,851.95.

4.2 The cost of this extension of the Contract will be funded from Adult Social Care budget.

5.0 Legal Implications

5.1 Officers recommend the variation and extension of the Contract for the provision of ECH support services with Westminster Homecare Ltd. to allow for the extension of the Contract by a period of nine months to 3rd June 2024.

5.2 The value of the original contract is such that it is subject to full application of the Public Contract Regulation 2015 (PCR 2015).

- 5.3 Recommendation 1(a) is to agree a variation of the Contract to permit extension of the Contract by a shorter period than provided for when the Contract was originally let. This variation is permitted in accordance with Regulation 72 of the PCR 2015.
- 5.4 The Contract contains provision allowing for the extension on a 1 + 1 year basis. Recommendation 1(a) seeks extension of the Contract for a shorter period of nine months. It is considered that such extension is permitted in accordance with Regulation 72 of the PCR 2015.
- 5.4 Subject to consultation with the relevant cabinet member and the cabinet member not requesting the decision is referred to them, the Director is authorised pursuant to Paragraph 9.5 and Paragraph 9.7 of Part 3 of the Constitution to extend contracts subject to the conditions set out in paragraph 3.8 above. As set out in paragraph 3.9 above, none of these conditions preclude the Director agreeing the recommended extension.

6.0 Equality Implications

- 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 Consultation with Ward Members and Stakeholders

7.1 The Cabinet Member for Public Health and Adult Social Care has been consulted in relation to proposals generally but will be contacted further in relation to the Recommendations in this report.

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 extending the contract.

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.

Report sign-off:

Helen Coombes

Corporate Director Care, Health and Wellbeing