



**Decision of Cabinet Member for  
Public Health and Adult Social Care**

**Report from the Corporate Director,  
Adult Social Care and Health Care  
Health and Wellbeing**

**AUTHORITY TO VARY AND EXTEND CONTRACT FOR  
SUPPORTED LIVING SERVICES FOR ADULTS AT RUBY  
STREET WITH DIMENSIONS (UK) LIMITED**

<b>Wards Affected:</b>	Stonebridge
<b>Key or Non-Key Decision:</b>	Non-Key Decision
<b>Open or Part/Fully Exempt:</b> <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
<b>List of Appendices:</b>	None
<b>Background Papers:</b>	None
<b>Contact Officer(s):</b> <small>(Name, Title, Contact Details)</small>	Name: Helen Coombes Job Title: Corporate Director, Adult Social Care and Health Care, Health and Wellbeing Email: Helen.Coombes@brent.gov.uk

**1.0 Executive Summary**

1.1 This report requests individual Cabinet Member approval to vary and extend a contract in respect of Supported Living Services for Adults at Ruby Street with Dimensions (UK) Limited in accordance with paragraph 13 of Part 3 of the Constitution. The report summarises the reasons for the request to vary and extend.

**2.0 Recommendation(s)**

That the Cabinet Member for Public Health and Adult Social Care, having consulted with the Leader:

2.1 Approves the variation of the contract for Supported Living Services for Adults with Dimensions (UK) Limited as set out in paragraphs 3.2.

2.2 Approves the extension of the contract detailed in 2.1 above for a period of 8 months and 14 days from 14<sup>th</sup> October 2023 to 28<sup>th</sup> June 2024.

**3.0 Detail**

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

- 3.1.1 Strategic priority 5 of the Borough Plan, A Healthier Brent says that the council will make sure that health and social care services meet local needs.
- 3.1.2 In particular, the council will ensure that adults with care and support needs are able to access support services that are responsive to their needs and the council will work with residents as partners in their own care and support
- 3.1.3 The proposed extension to this contract will enable the council to work with the residents in a number of LD supported living sites to shape the future of the services they receive by helping to design the specification and by participating in the procurement process.

### **3.2 Background**

- 3.2.1 The Council entered into a contract for Supported Living Services for Adults with Dimensions (UK) Limited in April 2020 (the “Contract”).
- 3.2.2 Officers consider that the contract should be varied and extended and have entered into discussions with Dimensions (UK) Limited (the “Contractor”) to vary and extend the Contract for a limited period.
- 3.2.3 Officers intend to include Rugby Street in a review of supported living services for adults with learning disabilities along with five other sites. These sites all have contracts that end on or before 28<sup>th</sup> June 2024. These are:
  - Beechcroft Gardens
  - Gladstone Park Gardens
  - Manor Drive
  - Preston Road
  - Woodhill Crescent
- 3.2.4 The review will look at the overall strategy for these learning disabilities contracts, how services are delivered, how to achieve better outcomes for service users, how the council can better manage its financial exposure to voids and the potential for achieving savings through economies of scale on these contracts.
- 3.2.5 Commissioning each service individually would be a missed opportunity to carry out this review. The outcome of this engagement and review will be set out in the authority to tender report that will be presented later in the year.
- 3.2.6 The intention is to align the contract end dates for these services to enable time for the review to take place. Aligning the contracts will also allow the procurement for all six sites to take place at the same time, resulting in a more efficient use of both commissioning and procurement resources. This approach will enable officers to examine the potential to bring two or more of the sites together into lots under one contract, where there is benefit in doing this. Lotting

the sites together will help make the services more attractive to potential bidders than tendering for each service separately.

- 3.2.7 In accordance with clause B2.6, the contract allows for a variation that shall be effective if mutually agreed by the Parties and made by written agreement executed by duly authorised representatives of both Parties and annexed to the Contract. The Contractor had been consulted and is in agreement with the proposals set out in this report.
- 3.2.8 In addition to the proposed variation, Officers also recommend an extension to the term of the Contract. The Contract contains provisions permitting extensions to the contract under paragraph 1.4 of the Order form and Clause B1.1. The extension provision in the contract has already utilised however. Also, the contract has been varied and extended by the Corporate Director, Adult Social Care and Health Care Health and Wellbeing by an additional year using delegated powers under paragraph 9.5 of Part 3 of the Constitution. For the reasons detailed in paragraphs 3.2.2 to 3.2.6, Officers seek authority to further extend the Contract.
- 3.2.9 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 variation and extension would not be in breach of Procurement Legislation.
  - (b) the variation and extension do 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.

3.2.10 For the reasons detailed in paragraph 3.2.8 the Corporate Director does not have delegated powers to agree the variation and extension as delegated powers have already been used to extend the contract by one year beyond its original term. However, pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Public Health and Adult Social Care, subject to consultation with the Leader, has delegated powers to:

3.2.10.1 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)

3.2.10.2 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.

3.2.11 As a result, and subject to consultation with the Leader, the Cabinet Member for Public Health and Adult Social Care, has delegated powers to agree the proposed variation and extension.

#### **4.0 Stakeholder and ward member consultation and engagement**

- 4.1 The provider has been consulted and is in agreement with the proposed extension of the service pending a full procurement process.
- 4.2 The residents and families at Ruby Street have been consulted in relation to the proposed procurement and shaping the future service.
- 4.3 Key staff in ASC have been consulted on the proposed extension and future procurement.

## **5.0 Financial Considerations**

- 5.1 The Council entered into a contract for Supported Living Services for Adults with Dimensions (UK) Limited in April 2020 (the "Contract").
- 5.2 Based on the most recent accounts available Dimensions UK PASSED Brent Council's financial assessment.
- 5.3 The value of the proposed extension of 8 months and 14 days from 14th October 2023 to 28th June 2024 is £178,623
- 5.4 The full cost of the contract and extension will be funded from Commissioning and Contracts which sits within the Adult Social Care Budget.

## **6.0 Legal Considerations**

- 6.1 Officers recommend a variation to the Contract entered into with the Contractor so as to cover an extension of 8 months and 14 days from 14<sup>th</sup> October 2023 to 28<sup>th</sup> June 2024.
- 6.2 The Contract was awarded with an estimated value of approximately £601,056.48. The 12 month variation and extension in October 2022 was valued at approximately £251,726.71, taking the total value of the contract at that time to £852,783.19. With the proposed 8 months and 14 days extension the value of the contract will be £1,031,406.19. As the services delivered under the contract are classified as Schedule 3 services under the Public Contracts Regulations 2015 (PCR 2015), the Contract is subject to application of the PCR 2015.
- 6.3 A contract may only be modified (to include an extension) without a new procurement procedure where this is done in accordance with Regulation 72 of the PCR 2015. Regulation 72 sets out various circumstances in which it is possible to vary and extend a contract. Regulation 72 (1)(b) of the PCR 2015 states that contract and framework agreements may be modified without a new procurement procedure for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor:
  - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing

equipment, services or installations procured under the initial procurement, and

- (ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority;

Provided that any increase in price does not exceed 50% of the value of the original contract;

6.4 Regulation 72 (2) sets out (2) Where several successive modifications are made:—

- (a) the limitations imposed by the provision at the end of paragraph 72 (1)(b) shall apply to the value of each modification; and
- (b) such successive modifications shall not be aimed at circumventing this Part.

6.5 Given the circumstance surrounding the proposed extension and the relatively short duration and value of the extension, it is considered that the Council is able to rely on Regulation 72 (1) (b) of the PCR 2015 in varying and extending the contract.

6.6 As set out in paragraph 3.2.10, pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Public Health and Adult Social Care, subject to consultation with the Leader, has delegated powers to agree the proposed extension and variation.

## **7.0 Equality, Diversity & Inclusion (EDI) Considerations**

7.1 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,

7.2 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.

7.3 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.

7.4 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.

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

## **8.0 Climate Change and Environmental Considerations**

8.1 There are no specific climate change and environmental considerations regarding the extension of this contract

## **9.0 Human Resources/Property Considerations (if appropriate)**

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

## **10.0 Communication Considerations**

10.1 The residents and families at Ruby Street have been consulted in relation to the proposed procurement and shaping the future service. Easy read documentation was used. Should the recommendations be agreed, the resident's and their families will be advised of the extension to the contract.

**Report sign off:**

**HELEN COOMBES**

Corporate Director, Care, Health and Wellbeing