

	<b>Officer Key Decision</b>
	<b>Report to the Corporate Director of Community Health and Wellbeing</b>
<b>AUTHORITY TO EXTEND THE CONTRACT FOR SOCIAL CARE AND SUPPORT PROVISION IN EXTRA CARE HOUSING SERVICES</b>	

<b>Wards Affected:</b>	All
<b>Key or Non-Key Decision:</b>	Key Decision
<b>Open or Part/Fully Exempt:</b> (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
<b>List of Appendices:</b>	None
<b>Background Papers:</b>	None
<b>Contact Officer(s):</b> (Name, Title, Contact Details)	Name: Mark Mulvenna Job Title: Supplier Relationship Manager Mark.mulvenna@brent.gov.uk

## 1.0 Executive Summary

- 1.1. This report requests authority to extend a contract for Extra Care Housing Care and Support Services at Visram House as required by Contract Standing Order 112. The report summarises the reasons for the request to extend the contracts and the duration of the extension.
- 1.2. The Council entered into a contract for care and support services at Visram House on 1 April 2023 for a period of two years with the provisions to extend for a further two years (on a 1+1 basis) to Creative Support Limited (the "Contract"). This report is seeking permission to take up the first extension on this contract.

## 2.0 Recommendation(s)

- 2.1 That the Corporate Director, Community Health and Wellbeing:
  - 2.1.1 Approves the extension of the contract for Social Care and Support Provision in Extra Care Housing Services with Creative Support Limited for a period of 12 months from 1 April 2025.

## 3.0 Detail

### Contribution to Borough Plan Priorities & Strategic Context

- 3.1 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 mental health 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 extension will provide an inclusive and accessible environment, the services actively work towards reducing health inequalities and strengthening community ties through supporting people closer to home, engagement initiatives and robust partnerships with local organisations. This extension will ensure the continued alignment with and contribution to the Council's aspirations, promoting a healthier, more equitable, and unified community.

<https://www.brent.gov.uk/the-council-and-democracy/strategies-priorities-and-policies>

## **3.2 Background**

- 3.3 The Council entered into a contract for care and support services at Visram House on 1 April 2023 for a period of two years with the provisions to extend for a further two years (on a 1+1 basis) to Creative Support Limited (the "Contract"). The Contract went live on 1<sup>st</sup> April 2023 and has an annual value of £1,210,206.
- 3.4 Visram House is a modern extra care scheme providing care and support to 25 people with physical, mental health and learning disabilities who meet the eligibility criteria for extra care. Visram House opened in February 2019.
- 3.5 Visram House is owned by PA Housing and has capacity to offer 84, one bedroom flats and 15, two bedroom flats. Due to the current situation with the building and the fire risk assessment, Adult Social Care are not currently making any new nominations to the service, though Visram House continues to be used for residents with care needs who already live there.
- 3.6 As well as providing support for older people with social care needs, the Contract with Creative Support contains provision for a small cohort of service users with learning disabilities that moved to Visram House together when their previous service closed. This complex and vulnerable group of service users require high levels of support and supervision regardless of the wider occupancy within the scheme.
- 3.7 The need for a care and support contract at Visram House was balanced against the reduced occupancy at the service and the uncertainty as to how long the council would be unable to make nominations to the scheme. To mitigate the risk to the council the Contract with Creative Support was based on a block contract for the existing service users in situ. This Contract includes a bespoke 'wrap around' service for the learning disability community as well as a small amount of core hours to cover the waking nights and emergency and unplanned care needs for those who live at Visram House. The length of the Contract was also shorter than usual, being for a maximum of four years with break clauses after two and three years.
- 3.8 The Contract has reached the point where the first extension is required. Creative Support Limited have provided services and officers are satisfied with the level of performance in the delivery of the services in the Contract. There is still some uncertainty around the long term use of the building and the position with the fire risk assessment is still not resolved. PA Housing is waiting for the results of further tests on the building, which will not be known until at least February 2025. In the circumstances, extending the Contract for care and support with Creative Support Limited is required to ensure continuity of care for the current residents of Visram House, and for the reasons outlined above, officers believe the extension of the Contract would secure best value for the Council.

3.9 Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Corporate 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) 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.

3.10 It is considered that the Corporate Director, Community Health and Wellbeing has delegated authority to agree the extension as, in addressing the points detailed in paragraph 3.9:

- (a) The proposed extension of 12 months was provided for when the contract was let and is thus permitted in accordance with Regulation 72(1)(a) of the Public Contracts Regulations 2015;
- (b) The proposed extension is in accordance with the Contract provisions and does not substantially alter the terms and conditions of the Contract;
- (c) There is sufficient budgetary provision provided for the extension – see Section 5 below for further details;
- (d) The extension does not go beyond the period of extension provided for in the Contract and is in accordance with the extension provisions in the Contract and therefore sub-paragraphs (d)(i) and (ii) do not apply;
- (e) The requirement to consult with the relevant cabinet member does not apply as the decision does not fall within (d) (i) or (ii).

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

4.1 There is no consultation required with the Ward members and Stakeholders.

#### **5.0 Financial Considerations**

5.1 The current annual cost of this contract is £1.282m. The costs of this contract is funded by existing budgets within Community, Health and Wellbeing. Brent is committed to ensuring all contractors pay LLW as a minimum. As a result, there will likely be an increase to the cost of this contract next financial year to ensure Brent's commitments are adhered to. These increases are taken into consideration as part of the Council's Medium Term Financial Planning. As such, this increase will be managed within the departmental budgets.

## **6.0 Legal Considerations**

6.1 Officer recommend the extension of the Contract with Creative Support Limited by 12 months from 1 April 2025.

6.2 The value of the original contract is such that it is subject to full application of the Public Contract Regulation 2015 (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 extend a contract. Regulation 72(1)(a) provides that a contract may be modified where the modifications, 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—

(i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and

(ii) do not provide for modifications or options that would alter the overall nature of the contract or the framework agreement;

The Contract contains express provisions allowing for the option to extend by a further 12 months and was provided for in clear, precise and unequivocal review clauses in the initial procurement documents and as such the extension is permitted in accordance with Regulation 72(1)(a) of the PCR 2015.

6.4 The Corporate Director, Community Health and Wellbeing is authorised pursuant to Paragraph 9.5 of Part 3 of the Constitution to extend contracts subject to the conditions set out in paragraph 3.9 above. As set out in paragraph 3.10 above, none of these conditions preclude the Corporate Director, Community Health and Wellbeing agreeing the recommended extension.

6.5 In accordance with Contract Standing Order 112, the Corporate Director, Community Health and Wellbeing should only agree to extend the contracts if the extension will achieve best value and is reasonable in all the circumstances. The Corporate Director is referred to section 3 of this report for further information.

## **7.0 Equity, 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.

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

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

8.1 Given the nature of the services, Officers do not envisage that there will be any direct Climate Change and Environmental considerations.

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

9.1 These services are currently provided by an external contractor and there are no implications for Council staff arising from extending the Contract.

## **10.0 Communication Considerations**

10.1 This is an extension of an existing contract and so there hasn't been any wider stakeholder engagement.

### **Report sign off:**

***Rachel Crossley  
Corporate Director Community Health and  
Wellbeing***