

	Officer Key Decision
	Report to the Corporate Director, Service Reform and Strategy
Authority to extend and vary contract for the provision of Supported Living Services for people with learning disabilities at 7 Kinch Grove and 16 Oxgate Gardens	

Wards Affected:	Barnhill and Dollis Hill
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:	N/A
Background Papers:	N/A
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Name: Marcia Lennon Job Title: Supplier Relationship Manager Email: marcia.lenon@brent.gov.uk

1.0 Executive Summary

1.1 This report requests authority to extend and vary a contract in respect of supported living services for people with learning disabilities at 7 Kinch Grove and 16 Oxgate Gardens with Voyage 1 Limited as required by Contract Standing Order 112. The report summarises the reasons for the request to extend and the duration of the extension.

2.0 Recommendation(s)

That the Corporate Director of Service Reform and Strategy:

2.1 Approves the extension of the contract for the provision of Supported Living Services for People with Learning Disabilities at 7 Kinch Grove and 16 Oxgate Gardens with Voyage 1 Limited for a period of 12 months from 1 April 2026.

2.2 Approves the variation of the contract as set out at paragraph 3.8, to

list the available extension periods available under the contract.

3.0 Detail

Contribution to Borough Plan Priorities & Strategic Context

- 3.1.1 The Supported Living settings at 7 Kinch Grove and 16 Oxgate Gardens are strategically positioned to significantly contribute to Brent Council's Borough Plan outcomes. These settings are dedicated to serving vulnerable adults with diverse health and social care needs, associated with moderate learning disabilities, and are crucial in enhancing resident health and well-being through bespoke care plans and specialised support.
- 3.1.2 By providing inclusive and accessible environments, the facilities actively work towards reducing inequalities and strengthening community ties through engagement initiatives and robust partnerships with local organisations. Furthermore, the settings not only support employment in the local community through job creation and specialised training but also enhance the resilience of these communities by fostering supportive networks. This extension will ensure the continued alignment with and contribution to the Council's aspirations, promoting a healthier, more equitable, and unified community.

3.2 Background

- 3.3 The Council entered into a contract for the provision of supported living services for people with learning disabilities at 7 Kinch Grove and 16 Oxgate Gardens with Voyage 1 Limited on 1st April 2023 (the "Contract"). The Contract was entered into for a period of 3 years with an option to extend by two yearly periods (on a (3+1+1) basis). The Contract is due to expire on 31 March 2026.
- 3.4 Officers consider that extending the Contract for 12 months until 31st March 2027 by utilising the option to extend, will ensure that the vulnerable group of individuals living at 7 Kinch Grove and 16 Oxgate Gardens do not have to experience any unnecessary disruption to the service that they currently receive. In addition, given that there are no concerns with the provider, this extension maintains the stability of the delivery of the service.
- 3.5 The Contract contains provisions permitting an extension of the Contract for two yearly periods on a 1+1 basis. Officers considered whether to re-procure the services but concluded that using the existing provision to extend within the Contract with the current provider was the most appropriate option and achieved best value.

- 3.6 The current annual contract value is £712,480.065. This includes an increase based on the 2026 London Living Wage.
- 3.7 The proposal to extend the contract by 12 months will utilise the first option to extend the Contract. The provider has been consulted and has agreed to the extension.
- 3.8 Officers are also seeking to vary the Contract to include an explicit reference to the duration of the extension periods provided for under the Contract. The Contract was originally procured for a period of 3 years, with an option to extend for two yearly periods (on a 3+1+1 basis). While the initial procurement documents clearly state that the Contract term comprises a three-year initial period with two optional one-year extensions, the executed Contract is silent on the specific duration of these extension periods. To avoid any ambiguity and to ensure alignment with the initial procurement documents, Officers propose to vary the Contract so that it expressly sets out the duration of the available extension periods.
- 3.9 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, variation, renegotiation, novation or assignment would not be in breach of the 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) 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.
- (f) the relevant cabinet member shall be consulted prior to a decision within (d) (i) or (ii) or (e) (i) or (ii) above and may request that the decision instead be referred to them.

3.10 It is considered that the Corporate Director, Service Reform and Strategy has delegated authority to agree the extension as, addressing the points detailed in paragraph 3.8:

- (a) The extension would not breach Procurement Legislation as the option to extend the Contract was provided for when the Contract was procured and the variation is to make reference to the duration of the extension term, as this was omitted in the Contract due to an error. The extension is thus permitted in accordance with Regulation 72 (1)(a) of the Public Contracts Regulations 2015;
- (b) The extension and variation does not substantially alter the terms and conditions of the Contract. The variation proposed is to make reference to the duration of the extension in accordance with the initial procurement documents.
- (c) There is sufficient budgetary provision. Please refer to section 5 for more details.
- (d) There is no cost associated with the proposed variation, as the variation is to correct an error in the Contract to make reference to the extension duration and clause B1.3 of the Contract, and therefore falls within d(i).
- (e) 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 e(i) and (ii) do not apply.
- (f) The relevant Cabinet Member shall be consulted as the decision falls within d(i).

4.0 Stakeholder and ward member consultation and engagement

- 4.1 The Cabinet Member for Adult Social Care, Public Health and Leisure has been consulted and not requested that the decision is referred to them. As this is an extension of a contract by utilising the options to extend provided for, no further consultation has been carried out.

5.0 Financial Considerations

- 5.1 The value of the Contract extension with Voyage Care at 7 Kinch Grove and 16 Oxgate Gardens for a period of 12 months from 1st April 2026 is £712,480.06.
- 5.2 The cost of the extension of this Contract will be funded from Adult and Social Care budget held within the Service Reform and Strategy directorate.
- 5.3 Any uplifts to this contract will be managed within the boundaries of the Adult Social Care budget.

6.0 Legal Considerations

- 6.1 Officers recommend an extension to the Contract for the provision of supported living services for people with learning disabilities at 7 Kinch Grove and 16 Oxgate Gardens with Voyage 1 Limited by 12 months from 1 April 2026. The Contract was procured prior to 24 February 2025, as such, the Contract is governed under the Public Contracts Regulations 2015 (PCR 2015).
- 6.2 The value of the original Contract is such that it is subject to full 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 extend a contract. Regulation 72(1)(a) of the PCR 2015 states that contracts may be modified without a new procurement procedure 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 modification or options as well as the condition under which they may be used; and
 - (ii) do not provide for modifications or options that would alter the overall nature of the contract.

The option to extend for 12 months was provided for in the initial

procurement documents in clear, precise and unequivocal review clauses. The proposed variation is to make express reference to the duration of the extension periods available in the Contract, aligning this with the procurement documents. It is therefore considered that the Council is able to rely on Regulation 72(1)(a) of the PCR 2015 in extending and varying the Contract.

- 6.4 the Corporate Director, Service Reform and Strategy, is authorised pursuant to Paragraph 9.5 of Part 3 of the Constitution to extend and vary contracts subject to the conditions set out in paragraph 3.9 above. As set out in paragraph 3.10 above, and subject to the relevant Cabinet Member not requesting the decision to vary and extend be referred to them, none of these conditions preclude the Corporate Director, Service Reform and Strategy, from agreeing the recommended extension and variation. The Cabinet Member has not requested that the decision is referred to them.
- 6.5 In accordance with Contract Standing Order 112, the Corporate Director, Service Reform and Strategy, should only agree to extend the Contract if the extension will achieve best value and is reasonable in all the circumstances. The Corporate Director is referred to section 3 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 None.

9.0 Human Resources/Property Implications (if appropriate)

9.1 This service is 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 None

Report sign off:

Rachel Crossley
Corporate Director Service Reform and Strategy