

 Brent	Decision of Leader of the Council and Cabinet Member for Adult Social Care
	Report from the Corporate Director, Service Reform and Strategy
AUTHORITY TO VARY AND EXTEND CONTRACT FOR SUPPORTED LIVING SERVICES FOR LEARNING DISABILITY AND AUTISM AT 127 & 129 HARROWDENE ROAD	

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
List of Appendices:	None
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Name: Hana Melroy Job Title: Supplier Relationship Manager Email: Hana.melroy@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 learning disability and autism at 127 & 129 Harrowdene Road with Centre 404 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 Leader of the Council and Cabinet Member for Adult Social Care:

- 2.1 Approves the variation of the contract for supported living services for learning disability and autism at 127 & 129 Harrowdene Road with Centre 404 as set out in paragraph 3.2.2.
- 2.2 Approves the extension of the contract detailed in 2.1 above for a period of six (6) months from 7 November 2026.

3.0 Detail

3.1 Contribution to Borough Plan Priorities & Strategic Context

- 3.1.1 This extension which is for care and support services at two supported living sites as outlined above is strategically positioned to significantly contribute to Brent Council's Borough Plan 2023-2027 Strategic Priority 5, by achieving desired outcome 1. Tackling Health Inequalities and desired outcome 2. Localised Services for Local Needs.
- 3.1.2 By providing 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. Furthermore, the settings not only support employment in the local community through job creation and specialised training but also enhances the resilience of these communities by fostering supportive networks. This tender 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

- 3.2.1 In November 2022, the Council entered into a contract for Independent Living Learning Disability accommodation-based support services at 127 and 129 Harrowdene Road with Centre 404 (the "Contract"). The Contract was awarded for an initial two (2) year term, with the provisions to extend for a further two (2) yearly periods (on a 1+1 basis). The Contract commenced on 7th November 2022 and has an annual value of £640,870.
- 3.2.2 The two extension options in Contract were utilised and the Contract subsequently extended until 6th November 2024. A further 12 month extension was approved on 23 October 2025, and the Contract extended for a further 12 months from 7 November 2025 to 6 November 2026.
- 3.2.3 The current Contract is due to end on 6 November 2026, after which there will be no contractual arrangements in place for supported living services at 127 & 129 Harrowdene Road. While the procurement process for a new contract is underway, Officers do not anticipate that this will be completed in time for a new arrangement to be operational by this date. Furthermore, an additional property is being proposed to be included in the new long-term procurement, which is likely to generate greater market interest and may extend the duration of the tender process. Officers are therefore seeking approval for a further variation and extension of the Contract, to extend the Contract by an additional six (6) months. This will allow sufficient time for the procurement process to conclude and ensure a smooth transition. The extension will maintain continuity of care

for the current residents at 127 and 129 Harrowdene Road whilst the new procurement process for a new long-term contract is concluded.

- 3.2.4 Officers therefore consider that the contract should be varied and have entered into discussions with Centre 404 (the “Contractor”) to vary the Contract as follows: to vary the Contract to allow an extension for a further six (6) months.
- 3.2.5 In accordance with clause F3.6, 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 has been consulted and is in agreement with the proposals set out in this report.
- 3.2.6 In addition to the variation, Officers recommend an extension to the term of the Contract. The Contract contains provisions permitting extensions to the Contract under Clause A3. The extension provisions in the Contract that was let have already been utilised however. Also, the Contract has been varied and extended by the Corporate Director, Service Reform and Strategy, in October 2025 by an additional year using delegated powers under paragraph 9.5 of Part 3 of the Constitution, and the Corporate Director is therefore unable to extend the Contract any further as their delegated powers have been exceeded.
- 3.2.7 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 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.

3.2.8 For the reasons detailed in paragraphs 3.2.6 and 3.2.7, the Corporate Director does not have delegated powers to agree the variation and extension but pursuant to paragraph 13 of Part 3 of the Constitution, the Leader of the Council and Cabinet Member for Adult Social Care has delegated powers to:

3.2.8.1 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)

3.2.8.2 Agreement 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.

3.2.9 In accordance with paragraph 13 of Part 3 of the Constitution, the Leader of the Council and Cabinet Member for Adult Social Care has delegated powers to agree the proposed variation and extension of the Contract.

4.0 Stakeholder and ward member consultation and engagement

- 4.1 Monitoring of the service was undertaken by Commissioning Team in February 2026. Colleagues within Adult Social Care were consulted about what was working well and what needed to be improved in the service.

5.0 Financial Considerations

- 5.1 The value of the Contract is £640,870. The value of the proposed variation and extension is £320,435.
- 5.2 The cost of this variation and extension of the Contract will be funded from Adult Social Care budget.
- 5.3 The cost of the proposed variation and extension can be contained within existing approved Adult Social Care budgets. The extension does not create any additional funding requirement and will ensure continuity of service whilst longer-term commissioning arrangements are progressed.

6.0 Legal Considerations

- 6.1 Officers recommend the variation and extension of the Contract as set out in paragraphs 2.1 and 2.2.
- 6.2 The Contract was procured prior to 24 February 2025, as such the Contract is governed under the Public Contracts Regulation 2015 (PCR 2015). 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 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 as set out in section 3.2, and the limited duration of the extension, it is considered that a change of contractor cannot be made for economic and technical reasons due to interchangeability of the services and would cause significant inconvenience or substantial duplication of costs for the Council. The proposed variation does not exceed 50% of the original contract value. As such, 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 as recommended. It should be noted that potentially there are also other grounds under Regulation 72 that could be relied upon to justify the variation.
- 6.6 As set out in paragraph 3.2.8 – 3.2.9, pursuant to paragraph 13 of Part 3 of the Constitution, the Leader of the Council and Cabinet Member for Adult Social Care has delegated powers to agree the proposed extension and variation.

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 This report relates to the extension of an existing contract and does not involve any significant changes to service delivery, property assets or operational arrangements. Therefore, there are no additional climate change or environmental impacts arising from the proposed extension. The provider will continue to be expected to operate in accordance with the Council's environmental objectives and any contractual requirements relating to sustainability, carbon reduction and environmental management.

9.0 Human Resources/Property Considerations (if appropriate)

9.1 There are no implications for Council staff arising from the proposed variation and extension of the Contract.

9.2 The proposal relates to the continuation of an existing service and does not give rise to any additional property implications for the Council.

10.0 Communication Considerations

10.1 The proposed contract extension is intended to ensure continuity of service and does not involve any significant changes to the way services are delivered. As such, no formal communication campaign is required. Relevant stakeholders, including the provider and service users (where appropriate), will be informed of the contract extension through existing communication channels.

Report sign off:

Rachel Crossley

Corporate Director, Service Reform and Strategy