



## ***Delegated Decisions by Cabinet Member for Adults***

***Tuesday, 21 October 2025 at 9.00 am  
Online***

If you wish to view proceedings, please click on this [Live Stream Link](#).  
However, that will not allow you to participate in the meeting.

### ***Items for Decision***

The items for decision under individual Cabinet Members' delegated powers are listed overleaf, with indicative timings, and the related reports are attached. Decisions taken will become effective at the end of the working day on 24 October unless called in by that date for review by the appropriate Scrutiny Committee.

Copies of the reports are circulated (by e-mail) to all members of the County Council.

**These proceedings are open to the public**

A handwritten signature in blue ink that reads "Reeves".

Martin Reeves  
Chief Executive

October 2025

*Committee Officer:*

***Email:***

***committeesdemocraticservices@oxfordshire.gov.uk***

*Note: Date of next meeting: 18 November 2025*

**If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named on the front page, but please give as much notice as possible before the meeting.**

## Items for Decision

### 1. Declarations of Interest

See guidance below.

### 2. Questions from County Councillors

Any county councillor may, by giving notice to the Proper Officer by 9 am two working days before the meeting, ask a question on any matter in respect of the Cabinet Member's delegated powers.

The number of questions which may be asked by any councillor at any one meeting is limited to two (or one question with notice and a supplementary question at the meeting) and the time for questions will be limited to 30 minutes in total. As with questions at Council, any questions which remain unanswered at the end of this item will receive a written response.

Questions submitted prior to the agenda being despatched are shown below and will be the subject of a response from the appropriate Cabinet Member or such other councillor or officer as is determined by the Cabinet Member and shall not be the subject of further debate at this meeting. Questions received after the despatch of the agenda, but before the deadline, will be shown on the Schedule of Addenda circulated at the meeting, together with any written response which is available at that time.

### 3. Petitions and Public Address

Members of the public who wish to speak on an item on the agenda at this meeting, or present a petition, can attend the meeting in person or 'virtually' through an online connection.

Requests to present a petition must be submitted no later than 9am ten working days before the meeting.

Requests to speak must be submitted no later than 9am three working days before the meeting.

Requests should be submitted to [committeesdemocraticservices@oxfordshire.gov.uk](mailto:committeesdemocraticservices@oxfordshire.gov.uk)

If you are speaking 'virtually', you may submit a written statement of your presentation to ensure that if the technology fails, then your views can still be taken into account. A written copy of your statement can be provided no later than 9am on the day of the meeting. Written submissions should be no longer than 1 A4 sheet.

### 4. Minutes of the Previous Meeting (Pages 1 - 2)

To confirm the minutes of the meeting held on 16 September 2025, which are to be signed by the Chair as a correct record of proceedings.

## **5. Procurement of Replacement Contracts for HOWDAB2 Brandon Trust (Pages 3 - 10)**

*Cabinet Member: Adults*

*Forward Plan Ref: 2025/160*

*Contact: Jordan Marsh, Commissioning Officer, HESC – Live Well  
jordan.marsh@oxfordshire.gov.uk*

### **Report by Director of Adult Social Care**

**The Cabinet Member for Adult Social Care is RECOMMENDED to:**

- a) Agree that the Council extend the Henley, Oxford, Witney, Didcot, Abingdon and Banbury (HOWDAB)2 Supported Living contracts Lot 1, 2, 4, 8 and 9 that are currently delivered by the support provider Brandon Trust for 3 months;**
- b) Agree that the Council procure two replacement contracts (based on the needs of the people supported) for the HOWDAB2 Brandon Trust Supported Living contracts using the call-off contract award process under the Live Well Supported Services (Adults) Framework Agreement; and**
- c) Delegate authority to the Corporate Director for Adult Social Care, in consultation with the Head of Legal, to enter such call-off contracts following the completion of the procurement process for the replacement contracts.**

## **6. Contract Extensions of HOWDAB2 Seeability (Faringdon Road, New Road) and Creative Support (Hope House) (Pages 11 - 18)**

*Cabinet Member: Adults*

*Forward Plan Ref: 2025/161*

*Contact: Jordan Marsh, Commissioning Officer, HESC – Live Well  
jordan.marsh@oxfordshire.gov.uk*

### **Report by Director of Adult Social Care**

**The Cabinet Member for Adult Social Care is RECOMMENDED to:**

- a) Agree to the extension of the Henley, Oxford, Witney, Didcot, Abingdon and Banbury (HOWDAB)2 Seeability supported living contract using 3 of the maximum 5-years available as part of the extension provision within the existing contract; and**
- b) Agree to the extension of the HOWDAB2 Creative Support supported living contract using 3 of the maximum 5-years available as part of the extension provision within the existing contract.**

**7. Procurement of a Replacement Contract for HOWDAB2  
Community Integrated Care (CIC), and Real Life Options (RLO)**  
(Pages 19 - 26)

*Cabinet Member: Adults*

*Forward Plan Ref: 2025/162*

*Contact: Jordan Marsh, Commissioning Officer, HESC – Live Well  
jordan.marsh@oxfordshire.gov.uk*

**Report by Director of Adult Social Care**

**The Cabinet Member for Adult Social Care is RECOMMENDED to:**

- a) Agree to the procurement and award of a new call-off contract as a replacement contract for supported living services currently provided by Community Integrated Care at Banesberie Close and Millers Yard, and by Real-Life Options at Brasenose Driftway using the call-off contract award process under the Live Well Supported Services (Adults) Framework Agreement; and**
- b) Delegate authority to the Director for Adult Social Care, in consultation with the Head of Legal, to enter such a call-off contract following the completion of the procurement process for the replacement contract.**

## **Councillors declaring interests**

### **General duty**

You must declare any disclosable pecuniary interests when the meeting reaches the item on the agenda headed 'Declarations of Interest' or as soon as it becomes apparent to you.

### **What is a disclosable pecuniary interest?**

Disclosable pecuniary interests relate to your employment; sponsorship (i.e. payment for expenses incurred by you in carrying out your duties as a councillor or towards your election expenses); contracts; land in the Council's area; licenses for land in the Council's area; corporate tenancies; and securities. These declarations must be recorded in each councillor's Register of Interests which is publicly available on the Council's website.

Disclosable pecuniary interests that must be declared are not only those of the member her or himself but also those member's spouse, civil partner or person they are living with as husband or wife or as if they were civil partners.

### **Declaring an interest**

Where any matter disclosed in your Register of Interests is being considered at a meeting, you must declare that you have an interest. You should also disclose the nature as well as the existence of the interest. If you have a disclosable pecuniary interest, after having declared it at the meeting you must not participate in discussion or voting on the item and must withdraw from the meeting whilst the matter is discussed.

### **Members' Code of Conduct and public perception**

Even if you do not have a disclosable pecuniary interest in a matter, the Members' Code of Conduct says that a member 'must serve only the public interest and must never improperly confer an advantage or disadvantage on any person including yourself' and that 'you must not place yourself in situations where your honesty and integrity may be questioned'.

### **Members Code – Other registrable interests**

Where a matter arises at a meeting which directly relates to the financial interest or wellbeing of one of your other registerable interests then you must declare an interest. You must not participate in discussion or voting on the item and you must withdraw from the meeting whilst the matter is discussed.

Wellbeing can be described as a condition of contentedness, healthiness and happiness; anything that could be said to affect a person's quality of life, either positively or negatively, is likely to affect their wellbeing.

Other registrable interests include:

- a) Any unpaid directorships

- b) Any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority.
- c) Any body (i) exercising functions of a public nature (ii) directed to charitable purposes or (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a member or in a position of general control or management.

### **Members Code – Non-registrable interests**

Where a matter arises at a meeting which directly relates to your financial interest or wellbeing (and does not fall under disclosable pecuniary interests), or the financial interest or wellbeing of a relative or close associate, you must declare the interest.

Where a matter arises at a meeting which affects your own financial interest or wellbeing, a financial interest or wellbeing of a relative or close associate or a financial interest or wellbeing of a body included under other registrable interests, then you must declare the interest.

In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied:

Where a matter affects the financial interest or well-being:

- a) to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
- b) a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest.

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

## DELEGATED DECISIONS BY CABINET MEMBER FOR ADULTS

**MINUTES** of the meeting held on Tuesday, 16 September 2025 commencing at 9.00 am and finishing at 9.05am.

**Present:**

**Voting Members:** Councillor Tim Bearder – in the Chair

**Other Members in Attendance:** Councillor James Robertshaw

**Officers:** John Pearce (Commissioning Manager, Promote Prevent, Adult Social Services)  
Jack Nicholson (Democratic Services Officer)

*The Cabinet Member considered the matters, reports and recommendations contained or referred to in the agenda for the meeting and agreed as set out below. Copies of the agenda and reports are attached to the signed Minutes.*

### **6/25 DECLARATIONS OF INTEREST**

(Agenda No. 1/25)

There were no declarations of interest.

### **7/25 QUESTIONS FROM COUNTY COUNCILLORS**

(Agenda No. 2/25)

There were no questions from County Councillors.

### **8/25 PETITIONS AND PUBLIC ADDRESS**

(Agenda No. 3/25)

There were none.

### **9/25 MINUTES OF THE PREVIOUS MEETING**

(Agenda No. 4/25)

Approved the minutes of the meeting held on 17 December 2024 and 17 June 2025.

### **10/25 CARER SUPPORT SERVICE**

(Agenda No. 5/25)

The Chair thanked the officers involved for their work.

Recommendations approved.

**RESOLVED to:**

- a) **Approve the proposal for Adult Social Care to commission an unpaid carer support service through a procurement exercise and transition to a new ten-year contract from 1 April 2026 (pooled budget £1,071,631 for contract per year plus £625,250 for carer payments per year as set out in paragraph 23 of the report); and**
- b) **Delegate to the Director for Adult Social Care authority to manage the service design and approve the award of contract in consultation with the Head of Legal and Governance Services and the Executive Director of Resources and Section 151 Officer.**

..... in the Chair

Date of signing ..... 2025

## **Delegated Decisions by the Cabinet Member for Adult Social Care**

**21 October 2025**

### **Procurement of Replacement Contracts for HOWDAB2 Brandon Trust**

#### **Report by Corporate Director for Adult Social Care**

#### **RECOMMENDATIONS**

1. The Cabinet Member for Adult Social Care is **RECOMMENDED** to:
  - a) Agree that the Council extend the Henley, Oxford, Witney, Didcot, Abingdon and Banbury (HOWDAB)2 Supported Living contracts Lot 1, 2, 4, 8 and 9 that are currently delivered by the support provider Brandon Trust for 3 months;
  - b) Agree that the Council procure two replacement contracts (based on the needs of the people supported) for the HOWDAB2 Brandon Trust Supported Living contracts using the call-off contract award process under the Live Well Supported Services (Adults) Framework Agreement; and
  - c) Delegate authority to the Corporate Director for Adult Social Care, in consultation with the Head of Legal, to enter such call-off contracts following the completion of the procurement process for the replacement contracts.

#### **Executive Summary**

2. A range of supported living contracts exist within the Council to ensure quality of life standards for people whose care and support needs require more specialist services. These contracts enable people to live as independently as possible within Oxfordshire.
3. The provision to extend supported living contracts allows continued and consistent levels of support for individuals who require support in relation to their learning disability and ensures efficiency of procurement activity for the Council to carry out an appropriate and fair procurement process, where the new contracts can be defined to meet an acceptable quality standard alongside supporting market sustainability.

4. Where a contract for supported living is not appropriate to extend or has reached its maximum extension, there is a continued need for individual's ongoing support to transfer to a new replacement contract.

## **Background**

5. The requirement to extend contracts for supported living enables Oxfordshire County Council to meet people's needs with a Learning Disability and / or Autism as identified by a Care Act 2014 Assessment.
6. This is in line with the vision of Oxfordshire County Council (The Council) to provide adult social care for our residents, enabling everyone to live as independently as possible, for as long as possible. The Council seeks to provide residents good quality support that will have a positive impact on their lives.
7. To meet the future contracting requirements of supported living, the Live Well Supported Services Framework was developed in June 2023. There are currently 57 providers who have been quality assured on the Framework. Any new contracted activity for supported living will be progressed through the framework.
8. HOWDAB2 is made up of several historic supported living contracts in Henley, Oxford, Witney, Didcot, Abingdon and Banbury.
9. The start dates of the HOWDAB2 contracts were 4<sup>th</sup> May 2021. There are 101 people supported over 31 properties. Within these supported living properties, each person has their own tenancy agreement, giving them the legal rights and responsibilities of a tenant.
10. The Corporate Director of Adult Social Care agreed the extension of the HOWDAB2 Brandon Trust contracts for 1 month to 30<sup>th</sup> April 2026 under delegated powers within the Council's scheme of delegation.
11. The Corporate Director has now identified the need for a further extension from 1<sup>st</sup> May to 31<sup>st</sup> July 2026 which requires a Key Decision in line with the Council's Constitution.
12. The further contract extension is required to secure successor provision. The recommendation is to commission 2 separate contracts that reflect the needs profile of the target population. This requires a further Key Decision.
13. The Live Well Supported Services (Adults) Framework will be utilised to support the procurement of the new replacement contracts through tender process summary with a value outlined in Annex 1.

## Proposal

14. The contracts need to be extended to allow time for the procurement process through the Live Well Supported Services Framework to take place.
15. For the contract extension of the HOWDAB2 Brandon Trust contracts, meetings have taken place with the provider. Procurement and Contract Management Hub will provide written notice to the contracted provider of the contract extension to meet the terms of the existing agreement. The provider is obligated to accept the council's decision.
16. The two replacement contracts will be tendered through the Live Well Supported Services (Adults) Framework. The notification of the tender opportunity will be available to the providers on the framework via the Southeast Business Portal - Proactis.
17. The replacement contracts will be for 10 years, which will:
  - a Provide an ongoing continuity of care and support to vulnerable people that help ensure their independence and personal wellbeing and development is maintained and/or improved.
  - b Will create an efficiency for the Council in terms of reducing the need for a new and regular procurement process, where the incoming provider is delivering the quality and outcome required by the contract.
18. Key Performance Indicators will be included within all new contracts to improve the quality of supported living.
19. The contracts will improve outcomes for the people living in the accommodation. They will introduce an outcomes-based tool to be implemented for all residents. This will enable residents, the provider and the Council to evidence and measure the impact of the support on an individual, service and County wide basis to improve quality of life outcomes over the lifetime of the contract.
20. The contracts will include break clauses in year 5 and year 8, which will require one-years notice. This is beneficial for both the Provider and the Council to review quality and financial sustainability.
21. The replacement contracts are predicted to be a maximum value of £76,982,937 over 10-years.

### User and Family Involvement

22. Experts by experience who all have capacity to make decisions around their care and support will be involved in providing feedback to inform the new specifications and evaluation questions. The provider will be required to involve and work alongside people who use support and their families during

the mobilisation period to contract delivery go live and for the lifetime of the contracts.

## **Council Priorities & Policies**

23. The prevention and relief of homelessness and achievement and maintenance of independent living continues to be a priority for Oxfordshire County Council. The Supported Living contract replacements contribute to this priority. These contracts contribute to this priority by ensuring that individuals maintain their tenancy through specialist housing and support providers preventing homelessness.
24. Accommodation based support services adopts a person-centred and outcomes focused approach to secure and maintain a sustainable housing tenancy with the opportunity to maximise independence and potentially step down / move on as assessed.

## **Financial Implications**

### Supported Living Contract Costs

25. Financial assumptions have been made with the supported living contracts in terms of support delivery and existing hours of support individuals require. The supported living contracts are set up with core shared hours (between residents) and 1 to 1 hours that can increase or decrease dependant on individual needs. Estimates on the level of core hours of support and the 1:1 hours have been predicted from previous spend on existing contracts based on assessed needs profiles. Care Act assessments will determine the level of support each person requires. Models to determine how to maximise the core support within and between properties (core and cluster) has been developed for each scheme.

### Hourly Rates & Uplifts

26. The price point and quality requirements are sufficient to deliver the level of expertise required. This is affordable within the current budget.
27. The hourly rates of the two replacement contracts will differ, based on the needs of the people supported. One contract will be set at £24.55 (improve and enable), with the other at £25.15 (improve and enable, enhanced). One property within the Improve and Enable – Enhanced contract will be priced at £26.81 due to the provider needing to have a TTDI (Treatment of Disease, Disorder and Injury) CQC registration to support people within this service. The service will provide accommodation and support to people funded by Adult Social Care, and NHS Continuing Healthcare. The pricing model and rates have been agreed by NHS Continuing Healthcare.

28. The agreed framework rates will not be subject to any further uplifts in year 1 of the contract. In year 2, the rates will be subject to the council's annual price review mechanism with a 0.5% reduction on any agreed increases within this sector. In year 3, these rates will be reviewed as part of the annual review process.

Finance Comments Checked by.  
Name: Stephen Rowles  
Title: Strategic Finance Business Partner  
Email: [Stephen.rowles@oxfordshire.gov.uk](mailto:Stephen.rowles@oxfordshire.gov.uk)

## **Legal Implications**

29. Under s18 Care Act 2014 the Council has a statutory duty to meet the eligible needs of adults with physical and/or learning disabilities. The supported living services to be purchased under the proposed contract extensions and procurement activity promote independence, safety, and wellbeing and are a way of meeting those needs.
30. The proposed contract extensions are options exercisable by the Council which were part of the original contracts. They do not therefore constitute a modification under the Public Contract Regulations 2015 (as amended) and do not require consideration under the modification rules governed by those regulations.
31. The proposed call-off contracts must be procured in accordance with the award mechanism set out in the Live Well Supported Services (Adults) Framework Agreement. Providers on such framework agreement were themselves selected competitively under the Council's Contract Procedure Rules and the Public Contract Regulations 2015 (as amended).
32. The new replacement contracts will be commissioned for 10 years, with break clauses in year 5 and year 8. One year's notice will be required to trigger the break clause.

Legal Comments Checked by.  
Name: Jonathan Pool  
Title: Solicitor  
Email: [Jonathan.pool@oxfordshire.gov.uk](mailto:Jonathan.pool@oxfordshire.gov.uk)

## **Staff Implications**

33. Both the replacement contracts will be delivered by support providers and therefore do not involve services or staff directly provided by the Council. Therefore, there is no impact on the Council's workforce as a result of these recommendations.

34. As the service contracts will be awarded to a new provider / provider's, the Transfer of Undertakings (Protection of Employment) (TUPE) Regulations will apply. Information provided by the existing provider will be made available to bidders during the procurement process, to ensure bidders can assess this impact on their projected delivery budget.

## **Equality & Inclusion Implications**

35. The new contracts will support the Oxfordshire County Councils objectives in relation to:

Objective 2 - Tackling inequalities in Oxfordshire

Objective 3 - Prioritise the health and wellbeing of residents

Objective 4 - Support carers and the social care system

36. These supported living contracts are designed to meet the specific needs of people with a learning disability, complex health, and physical disabilities. The expectation of care providers is to deliver person centred support which ensures:

- a Provision of in-county accommodation so people with Care Act needs are not moved away from their networks.
- b The least restrictive care to support greater independence for people. People are integrated into their local communities, with their individual needs and preference are met.
- c Their cultural and religious beliefs are supported to be observed, specific dietary requirements.
- d People can become economically sufficient by supporting people to access training, learning, voluntary and employment opportunities.
- e People are supported to have better access to universal services.
- f Competition in the market to support people to have choice in their care provider.

37. These Supported Living contracts include the requirement for the provider to have an Equalities Policy. Providers are required within the replacement contracts to self-certify that their organisation has an active Equality & Diversity Policy in keeping with the Equality Act 2010 (a requirement under the Live Well Supported Services Adults Framework).

38. The Quality & Improvement Team carry out regular monitoring of services and include equality items in their reviews.

39. The Care Act assessment and subsequent support planning will be done in conjunction with the individual, their family and support network to ensure the support is tailored to their specific needs and is made clear to the care provider. Routine reviews of care alongside contract monitoring reports will enable the Council to monitor how the provider is upholding.

40. The service will provide accommodation and support to people funded by Adult Social Care, and NHS Continuing Healthcare.

## **Sustainability Implications**

41. As current properties are reviewed and replaced, Oxfordshire Climate and Environmental Policy will be considered for any new developments.

### Recruitment

42. The replacement contracts will continue to recruit staff local to the areas where the people supported live, maintaining positive job opportunities within their communities.

### Staff Travel

43. These supported living contracts are for existing accommodation-based services. These are static workplaces unlike domiciliary care calls to multiple locations.
44. People living in supported living are unlikely to require formal transport to attend day centres as transport needs are generally provided by the main supported living contract. Instead within the course of supporting someone staff will be required to travel alongside the individual often on public transport both for accessing the community and for travel training where this is part of an individual's support plan.

### Staff Training

44. Many of the support providers contracted offer training online so their staff are not having to travel.

### Medical & Health Appointments

45. Where possible support staff will work with an individual to access online appointments. If a face-to-face appointment is required then staff will use public transport, unless this is not possible e.g. risks posed to travel.

### Shopping

46. Where possible support staff will work with an individual to access their shopping online. Where it is practical to do so they will carry out online shopping for several people to limit the number of deliveries. Where online shopping is not possible staff will endeavour to use public transport unless it is unsafe to do so.

## **Risk Management**

47. The recommendation to tender replacement contracts, utilizing only four months of the available five-year extension period, has been discussed and agreed with Brandon Trust. The provider is working collaboratively with the Council to ensure that all necessary information is transferred promptly to support the procurement of new contracts. Replacing these contracts will enable qualified providers to deliver high-quality support for individuals with disabilities or complex and specialist needs, ensuring that people continue to receive appropriate care within their local communities in Oxfordshire.

## Consultations

48. People who use support and family members have already been involved in feeding back on quality through quality monitoring processes.

**NAME: Karen Fuller**

**Corporate Director of Adult Social Care**

### Contact Officer:

Name: Jordan Marsh, Commissioning Officer

Title: Commissioning Officer, HESC – Live Well

Email: [jordan.marsh@oxfordshire.gov.uk](mailto:jordan.marsh@oxfordshire.gov.uk)

## ANNEXES

### **Annexe 1 Contract extensions and new replacement contracts for tender for supported living schemes requiring procurement of support provider.**

Number	Title	Description	Extension Dates/Contract Length	Hourly rate	Extension cost	Annual Value
1.	Brandon Trust Contract Extension	<b>One-month contract extension agreed by the Departmental Leadership Team</b>	1 <sup>st</sup> April 2026 – 30 <sup>th</sup> April 2026	£22.31 - £24.56	£628121.315	N/a
2.	Brandon Trust Contract Extension	<b>Three-month extension to be agreed by Key Decision</b>	1 <sup>st</sup> May 2026 – 31 <sup>st</sup> July 2026	£22.31 - £24.56	£1,884,363.945	N/a
3.	Brandon Trust Contract Replacement (Improve and Enable)	<b>Replacement contract</b> Learning disability with autism supported living.	10 years (2 break clauses in year 5 and year 8)	£24.55	N/a	£4,653,029.65
4.	Brandon Trust Contract Replacement (Improve and Enable – Enhanced)	<b>Replacement contract</b> Learning disability with autism supported living.	10 years (2 break clauses in year 5 and year 8)	£25.15 - £26.81	N/a	£3,045,264.07

October 2025

[END]

## **Delegated Decisions by the Cabinet Member for Adult Social Care**

**21 October 2025**

### **Contract Extensions of HOWDAB2 Seeability (Faringdon Road, New Road) and Creative Support (Hope House)**

#### **Report by Corporate Director for Adult Social Care**

## **RECOMMENDATIONS**

1. The Cabinet Member for Adult Social Care is **RECOMMENDED** to:
  - a) Agree to the extension of the Henley, Oxford, Witney, Didcot, Abingdon and Banbury (HOWDAB)2 Seeability supported living contract using 3 of the maximum 5-years available as part of the extension provision within the existing contract; and
  - b) Agree to the extension of the HOWDAB2 Creative Support supported living contract using 3 of the maximum 5-years available as part of the extension provision within the existing contract.

## **Executive Summary**

2. A range of supported living contracts exist within the Council to ensure quality of life standards for people whose care and support needs require more specialist services. These contracts enable people to live as independently as possible within Oxfordshire.
3. The provision to extend supported living contracts allows continued and consistent levels of support for individuals who require support in relation to their learning disability and ensures efficiency of procurement activity for the Council to carry out an appropriate and fair procurement process, where the new contracts can be defined to meet an acceptable quality standard alongside supporting market sustainability.

## **Background**

4. The requirement to extend contracts for supported living enables Oxfordshire County Council to meet people's needs with a Learning Disability and / or Autism as identified by a Care Act 2014 Assessment.

5. This is in line with the vision of Oxfordshire County Council (The Council) to provide adult social care for our residents, enabling everyone to live as independently as possible, for as long as possible. The Council seeks to provide residents good quality support that will have a positive impact on their lives.
6. HOWDAB2 is made up of several historic supported living contracts provided by Seeability and Creative Support in Henley, Oxford, Witney, Didcot, Abingdon and Banbury.
7. The Seeability contract started on 4<sup>th</sup> May 2021. The Creative Support contract started on 24<sup>th</sup> May 2021. Both contracts have an end date of 31<sup>st</sup> March 2026.

## **Proposal**

8. For the extension of the Seeability and Creative Support contracts (see Annex 1), procurement will provide written notice to the contracted provider of the contract extension to meet the terms of the existing agreement.
9. For the contract extensions of the HOWDAB2 Seeability and Creative Support contracts, meetings have taken place with the provider. Procurement will provide written notice to the contracted provider of the contract extension to meet the terms of the existing agreement. The provider is obligated to accept the council's decision.
10. The extension to contracts will be for 3 years, which will:
  - a Provide an ongoing continuity of care and support to vulnerable people that help ensure their independence and personal wellbeing and development is maintained and/or improved.
  - b Continue with a provider that is currently delivering a good quality of care and outcomes.
  - c Will create an efficiency for the Council in terms of reducing the need for a new and regular procurement process, where the incoming provider is delivering the quality and outcome required by the contract.
11. Key Performance Indicators will be included within the specification of the extension to improve the quality of supported living.
12. The contracts will improve outcomes for the people living in the accommodation. They will introduce an outcomes-based tool to be implemented for all residents. This will enable residents, the provider and the Council to evidence and measure the impact of the support on an individual, service and County wide basis to improve quality of life outcomes over the lifetime of the contract.

13. The price for the contract extensions will remain at the current rate, therefore will not have an additional impact to current budgets and spend. The 3-year extensions are predicted to be a maximum value of £2,040,768.73.

#### User and Family Involvement

14. Feedback regarding contract performance was obtained through the Council's contract monitoring process, including experts by experience who use support and family members through quality checker questionnaires and interviews. They supported the case for extension to the contracts and the feedback received on the quality of the provider was positive.

### **Council Priorities & Policies**

15. The prevention and relief of homelessness and achievement and maintenance of independent living continues to be a priority for Oxfordshire County Council. The Supported Living contract replacements contribute to this priority. These contracts contribute to this priority by ensuring that individuals maintain their tenancy through specialist housing and support providers preventing homelessness.
16. Accommodation based support services adopts a person-centred and outcomes focused approach to secure and maintain a sustainable housing tenancy with the opportunity to maximise independence and potentially step down / move on as assessed.

### **Financial Implications**

#### Supported Living Contract Costs

17. Financial assumptions have been made with the supported living contracts in terms of support delivery and existing hours of support individuals require. The supported living contracts are set up with core shared hours (between residents) and 1 to 1 hours that can increase or decrease dependant on individual needs. Estimates on the level of core hours of support and the 1:1 hours have been predicted from previous spend on existing contracts based on assessed needs profiles. Care Act assessments will determine the level of support each person requires. Models to determine how to maximise the core support within and between properties (core and cluster) has been developed for each scheme.

#### Hourly Rates & Uplifts

18. The price point for the contract extensions will remain the same, at £22.60 and £24.25 and is affordable within the current budget. The annual values of the contract are quoted in annex 1.

19. The agreed framework rates will not be subject to any further uplifts in year 1 of the contract (extension). In year 2, the rates will be subject to the council's annual price review mechanism with a 0.5% reduction on any agreed increases within this sector. In year 3, these rates will be reviewed as part of the annual review process.

Finance Comments Checked by.

Name: Stephen Rowles

Title: Finance Business Partner

Email: Stephen.rowles@oxfordshire.gov.uk

## **Legal Implications**

20. Under s18 Care Act 2014 the Council has a statutory duty to meet the eligible needs of adults with physical and/or learning disabilities. The supported living services to be purchased under the proposed contract extensions and procurement activity promote independence, safety, and wellbeing and are a way of meeting those needs.
21. The proposed contract extensions are options exercisable by the Council which were part of the original contracts. They do not therefore constitute a modification under the Public Contract Regulations 2015 (as amended) and do not require consideration under the modification rules governed by those regulations.

Legal Comments Checked by.

Name: Jonathan Pool

Title: Solicitor

Email: Jonathan.pool@oxfordshire.gov.uk

## **Staff Implications**

22. The contract extensions will be delivered by support providers and therefore do not involve services or staff directly provided by the Council. Therefore, there is no impact on the Council's workforce as a result of these recommendations.

## **Equality & Inclusion Implications**

23. The new contracts will support the Oxfordshire County Councils objectives in relation to:

Objective 2 - Tackling inequalities in Oxfordshire

Objective 3 - Prioritise the health and wellbeing of residents

Objective 4 - Support carers and the social care system

24. These supported living contracts are designed to meet the specific needs of people with a learning disability, complex health, and physical disabilities. The expectation of care providers is to deliver person centred support which ensures:
- a Provision of in-county accommodation so people with Care Act needs are not moved away from their networks.
  - b The least restrictive care to support greater independence for people. People are integrated into their local communities, with their individual needs and preference are met.
  - c Their cultural and religious beliefs are supported to be observed, specific dietary requirements.
  - d People can become economically sufficient by supporting people to access training, learning, voluntary and employment opportunities.
  - e People are supported to have better access to universal services.
  - f Competition in the market to support people to have choice in their care provider.
25. These Supported Living contracts include the requirement for the provider to have an Equalities Policy. Providers are required to self-certify that their organisation has an active Equality & Diversity Policy in keeping with the Equality Act 2010 (a requirement under the Live Well Supported Services Adults Framework).
26. The Quality & Improvement Team carry out regular monitoring of services and include equality items in their reviews.
27. The Care Act assessment and subsequent support planning will be done in conjunction with the individual, their family and support network to ensure the support is tailored to their specific needs and is made clear to the care provider. Routine reviews of care alongside contract monitoring reports will enable the Council to monitor how the provider is upholding.

## **Sustainability Implications**

28. As current properties are reviewed and replaced, Oxfordshire Climate and Environmental Policy will be considered for any new developments.

### Recruitment

29. The contract extensions will continue to recruit staff local to the areas where the people supported live, maintaining positive job opportunities within their communities.

### Staff Travel

30. These supported living contracts are for existing accommodation-based services. These are static workplaces unlike domiciliary care calls to multiple locations.
31. People living in supported living are unlikely to require formal transport to attend day centres as transport needs are generally provided by the main supported living contract. Instead within the course of supporting someone staff will be required to travel alongside the individual often on public transport both for accessing the community and for travel training where this is part of an individual's support plan.

### Staff Training

31. Many of the support providers contracted offer training online so their staff are not having to travel.

### Medical & Health Appointments

32. Where possible support staff will work with an individual to access online appointments. If a face-to-face appointment is required then staff will use public transport, unless this is not possible e.g. risks posed to travel.

### Shopping

33. Where possible support staff will work with an individual to access their shopping online. Where it is practical to do so they will carry out online shopping for several people to limit the number of deliveries. Where online shopping is not possible staff will endeavour to use public transport unless it is unsafe to do so.

## **Risk Management**

34. There are no risks to the recommendations of the contract extensions with Seeability and Creative Support. These services are being delivered to a good standard and this allows for continuity of care for the people supported.

## **Consultations**

35. People who use support and family members have already been involved in feeding back on quality through quality monitoring processes.

**NAME: Karen Fuller**  
**Corporate Director of Adult Social Care**

**Contact Officer:**

Name: Jordan Marsh

Title: Commissioning Officer, HESC – Live Well

Email: [jordan.marsh@oxfordshire.gov.uk](mailto:jordan.marsh@oxfordshire.gov.uk)**ANNEXE****Annexe 1 Contract extensions for tender for supported living schemes requiring procurement of support provider.**

Number	Title	Description	Contract Length	Hourly rate	Annual Value
1	Seeability	<b>Contract extension</b> Learning disability supported living.	3-year extension with effect from 1 <sup>st</sup> May 2026-1 <sup>st</sup> April 2029 (departmental leadership team extended by 1 month 1 <sup>st</sup> April 2026 – 30 <sup>th</sup> April 2026)	£24.95	£1,546.299
2	Creative Support	<b>Contract extension</b> Learning disability supported living.	3-year extension with effect from 1 <sup>st</sup> May 2026-1 <sup>st</sup> April 2029 (departmental leadership team extended by 1 month 1 <sup>st</sup> April – 30 <sup>th</sup> April 2026)	£22.60	£504,086.93

**October 2025****[END]**

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## **Delegated Decisions by the Cabinet Member for Adult Social Care**

**21 October 2025**

### **Procurement of a Replacement Contract for HOWDAB2 Community Integrated Care (CIC) and Real Life Options (RLO)**

#### **Report by Corporate Director for Adult Social Care**

#### **RECOMMENDATIONS**

1. The Cabinet Member for Adult Social Care is **RECOMMENDED** to:
  - a) Agree to the procurement and award of a new call-off contract as a replacement contract for supported living services currently provided by Community Integrated Care at Banesberie Close and Millers Yard, and by Real-Life Options at Brasenose Driftway using the call-off contract award process under the Live Well Supported Services (Adults) Framework Agreement; and
  - b) Delegate authority to the Director for Adult Social Care, in consultation with the Head of Legal, to enter such a call-off contract following the completion of the procurement process for the replacement contract.

#### **Executive Summary**

2. A range of supported living contracts exist within the Council to ensure quality of life standards for people whose care and support needs require more specialist services. These contracts enable people to live as independently as possible within Oxfordshire.
3. Where a contract for supported living has reached its maximum extension or it is not appropriate to extend and there is a continued need for individual's ongoing support a new replacement contract will be required.

#### **Background**

4. The requirement of a replacement contract for supported living enables Oxfordshire County Council to meet people's needs with a Learning Disability and / or Autism as identified by a Care Act 2014 Assessment.
5. This is in line with the vision of Oxfordshire County Council (The Council) to provide adult social care for our residents, enabling everyone to live as

independently as possible, for as long as possible. The Council seeks to provide residents good quality support that will have a positive impact on their lives.

6. To meet the future contracting requirements of supported living, the Live Well Supported Services Framework was developed in June 2023. There are currently 57 providers who have been quality assured on the Framework. Any new contracted activity for supported living will be progressed through the framework.
7. The recommendation to replace the HOWDAB2 Community Integrated Care and BROWSAW Real-Life Options contracts and combine these as one contract (as identified in Annex 1) was agreed by the Directorate Leadership Team on 7<sup>th</sup> July 2025 to be taken to Key Decision.
8. HOWDAB2 is several historic supported living contracts in Henley, Oxford, Witney, Didcot, Abingdon and Banbury, hence the name HOWDAB.
9. BROWSAW is several historic supported living contracts placed in around Banbury and Oxford. BROWSAW is an acronym of a number of historic place names which included, Banbury, Oxford, Witney, etc.
10. The start date of the HOWDAB2 contract was 4<sup>th</sup> May 2021. There is a total of 19 people supported over 2 properties within the HOWDAB2 Community Integrated Care contract. These properties are Banesberie Close and Millers Yard.
11. The start date of the BROWSAW contract was 1<sup>st</sup> December 2019. This contract was originally extended for five years from the end date 1<sup>st</sup> December 2024. The new end date of the contract is 1<sup>st</sup> December 2029. The council have triggered the notice period with the provider due to longstanding voids within this service. The voids have been due to the provider being unable to fill the voids due to the conditions and suitability of individuals needing to be placed. This has led to decommissioning work from the council, reducing the contract from 3 properties to 1 which was established through an assessment of the current need and moving individuals to suitable accommodation therefore removing any void pressures.

## **Proposal**

12. The replacement contract will be tendered through the Live Well Supported Services (Adults) Framework. The notification of the tender opportunity will be available to the providers on the framework via the Southeast Business Portal - Proactis.
13. The replacement contracts will be for 10 years, which will:

- a Provide an ongoing continuity of care and support to vulnerable people that help ensure their independence and personal wellbeing and development is maintained and/or improved.
  - b Will create an efficiency for the Council in terms of reducing the need for a new and regular procurement process, where the incoming provider is delivering the quality and outcome required by the contract.
- 14. Key Performance Indicators will be included within all new contracts to improve the quality of supported living.
- 15. The contracts will improve outcomes for the people living in the accommodation. They will introduce an outcomes-based tool to be implemented for all residents. This will enable residents, the provider and the Council to evidence and measure the impact of the support on an individual, service and County wide basis to improve quality of life outcomes over the lifetime of the contract.
- 16. The contract will include break clauses in year 5 and year 8, which will require one-years notice. This is beneficial for both the Provider and the Council to review quality and financial sustainability.
- 17. The replacement contract is predicted to be a maximum value of £12,115,250 over 10-years.

#### User and Family Involvement

- 18. Experts by experience who all have capacity to make decisions around their care and support will be involved in providing feedback to inform the new specifications and evaluation questions. The provider will be required to involve and work alongside people who use support and their families during the mobilisation period to contract delivery go live and for the lifetime of the contracts.

### **Council Priorities & Policies**

- 19. The prevention and relief of homelessness and achievement and maintenance of independent living continues to be a priority for Oxfordshire County Council. This contract replacement contributes to this priority by ensuring that individuals maintain their tenancy through specialist housing and support providers preventing homelessness.
- 20. Accommodation based support services adopts a person-centred and outcomes focused approach to secure and maintain a sustainable housing tenancy with the opportunity to maximise independence and potentially step down / move on as assessed.

## Financial Implications

### Supported Living Contract Costs

21. Financial assumptions have been made with the supported living contracts in terms of support delivery and existing hours of support individuals require. The supported living contracts are set up with core shared hours (between residents) and 1 to 1 hours that can increase or decrease dependant on individual needs. Estimates on the level of core hours of support and the 1:1 hours have been predicted from previous spend on existing contracts based on assessed needs profiles. Care Act assessments will determine the level of support each person requires. Models to determine how to maximise the core support within and between properties (core and cluster) has been developed for each scheme.

### Hourly Rates & Uplifts

22. The price point and quality requirements are sufficient to deliver the level of expertise required. This is affordable within the current budget.
23. The hourly rates of the replacement contract will be £24.55 (Lot 1 Improve and Enable).
24. The agreed framework rates will not be subject to any further uplifts in year 1 of the contract. In year 2, the rates will be subject to the council's annual price review mechanism with a 0.5% reduction on any agreed increases within this sector. In year 3, these rates will be reviewed as part of the annual review process.

Finance Comments Checked by.

Name: Stephen Rowles

Title: Strategic Finance Business Partner

Email: Stephen.rowles@oxfordshire.gov.uk

## Legal Implications

25. Under s18 Care Act 2014 the Council has a statutory duty to meet the eligible needs of adults with physical and/or learning disabilities. The supported living services to be purchased under the proposed procurement activity promote independence, safety, and wellbeing and are a way of meeting those needs.
26. The proposed call-off contract must be procured in accordance with the award mechanism set out in the Live Well Supported Services (Adults) Framework Agreement. Providers on such framework agreement were themselves selected competitively under the Council's Contract Procedure Rules and the Public Contract Regulations 2015 (as amended).

27. The new replacement contract will be commissioned for 10 years, with break clauses in year 5 and year 8. One year's notice will be required to trigger the break clause.

Legal Comments Checked by.

Name: Jonathan Pool

Title: Solicitor

Email: Jonathan.Pool@Oxfordshire.gov.uk

## **Staff Implications**

28. The replacement contract will be delivered by a contracted support provider and therefore do not involve services or staff directly provided by the Council. Therefore, there is no impact on the Council's workforce as a result of these recommendations.
29. As the service contract will be awarded to a new provider, the Transfer of Undertakings (Protection of Employment) (TUPE) Regulations will apply. Information provided by the existing provider will be made available to bidders during the procurement process, to ensure bidders can assess this impact on their projected delivery budget.

## **Equality & Inclusion Implications**

30. The new contract will support the Oxfordshire County Councils objectives in relation to:
- Objective 2 - Tackling inequalities in Oxfordshire  
Objective 3 - Prioritise the health and wellbeing of residents  
Objective 4 - Support carers and the social care system
31. These supported living contracts are designed to meet the specific needs of people with a learning disability, complex health, and physical disabilities. The expectation of the support provider is to deliver person centred support which ensures:
- a Provision of in-county supported living so people with Care Act needs are not moved away from their networks.
  - b The least restrictive care to support greater independence for people. People are integrated into their local communities, with their individual needs and preference met.
  - c Their cultural and religious beliefs are supported to be observed, specific dietary requirements.
  - d People can become economically sufficient by supporting people to access training, learning, voluntary and employment opportunities.
  - e People are supported to have better access to universal services.
  - f Competition in the market to enable people to have choice in their support provider.

32. These Supported Living contracts include the requirement for the provider to have an Equalities Policy. Providers are required within the replacement contracts to self-certify that their organisation has an active Equality & Diversity Policy in keeping with the Equality Act 2010 (a requirement under the Live Well Supported Services Adults Framework).
33. The Quality & Improvement Team carry out regular monitoring of services and include equality items in their reviews.
34. The Care Act assessment and subsequent support planning will be done in conjunction with the individual, their family and support network to ensure the support is tailored to their specific needs and is made clear to the care provider. Routine reviews of care alongside contract monitoring reports will enable the Council to monitor how the provider is upholding.
35. The service will provide accommodation and support to people funded by Adult Social Care.

## **Sustainability Implications**

36. As current properties are reviewed and replaced, Oxfordshire Climate and Environmental Policy will be considered for any new developments.

### Recruitment

37. The replacement contract will continue to recruit staff local to the areas where the people supported live, maintaining positive job opportunities within their communities.

### Staff Travel

38. These supported living contracts are for existing accommodation-based services. These are static workplaces unlike domiciliary care calls to multiple locations.
39. People living in supported living are unlikely to require formal transport to attend day centres as transport needs are generally provided by the main supported living contract. Instead within the course of supporting someone staff will be required to travel alongside the individual often on public transport both for accessing the community and for travel training where this is part of an individual's support plan.

### Staff Training

24. Many of the support providers contracted offer training online so their staff are not having to travel.

### Medical & Health Appointments

25. Where possible support staff will work with an individual to access online appointments. If a face-to-face appointment is required then staff will use public transport, unless this is not possible e.g. risks posed to travel.

### Shopping

26. Where possible support staff will work with an individual to access their shopping online. Where it is practical to do so they will carry out online shopping for several people to limit the number of deliveries. Where online shopping is not possible staff will endeavour to use public transport unless it is unsafe to do so.

## **Risk Management**

27. The recommendation to tender a replacement contract for Community Integrated Care and Real Life Options without utilising the contract extensions has been discussed in June 2025 with the support providers and the council. Replacing these contracts will enable qualified providers to deliver high-quality support for individuals with disabilities or complex and specialist needs, ensuring that people continue to receive appropriate care within their local communities in Oxfordshire.

## **Consultations**

29. People who use support and family members have already been involved in feeding back on quality through quality monitoring processes.

**Karen Fuller,**  
**Corporate Director of Adult Social Care**

### **Contact Officer:**

Name: Jordan Marsh

Title: Commissioning Officer, HESC – Live Well

Email: [jordan.marsh@oxfordshire.gov.uk](mailto:jordan.marsh@oxfordshire.gov.uk)

## **ANNEXE**

### **Annexe 1 New replacement contract for tender for supported living schemes requiring procurement of support provider.**

Number	Title	Description	Contract Length	Contract start date	Hourly rate	Annual Value
1	Community Integrated Care and Real Life Options Contract Replacement Banesberie Close	<b>One replacement contract</b>  Learning disability Supported Living.	10 years	1 <sup>st</sup> April 2025	£24.55	£1,212,203.12

	Millers Yard Brasenose Driftway					
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**October 2025**

**[END]**