



ADVANCED PUBLICATION OF REPORTS

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members
and operational key decision makers.

Once signed all decisions will be published on the Council's
Publication of Decisions List.

- 1. IMPLEMENTATION OF INDIVIDUAL SERVICE FUNDS TO SERVICE
USERS AT ALCAZAR COURT AND SKINNERS COURT (Pages 1 - 16)**

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MUNICIPAL YEAR 2018/2019 REPORT NO.**ACTION TO BE TAKEN UNDER
DELGATED AUTHORITY:**

Agenda – Part 1

Item:

OPERATIONAL DECISION OF:Director of Adult Social
CareContact officer and telephone number:
020-8379-3572Nancie Alleyne
E-mail: nancie.alleyner@enfield.gov.uk**Subject: Implementation of Individual
Service Funds to Service Users at
Alcazar Court and Skinners Court****Wards: ALL
Lead Member Cllr Alev Cazimoglu
KD: 4843****1. EXECUTIVE SUMMARY**

- 1.1 Alcazar Court and Skinners Court are Extra Care Housing options which improves the lives of vulnerable older adults. The contract for Care currently being undertaken by North London Homecare and Support Ltd for both schemes
- 1.2 The Care Contract is due to expire on March 19, 2019 for Skinners Court and 29th April 2019 for Alcazar Court. It is intended to move away from the current commissioning and procurement cycle for Alcazar and Skinners Court Extra Care Schemes whereby contracts go out to tender every three to five years and are awarded to Provider(s)
- 1.3 More importantly providing a more personalised approach for Service Users who can direct and manage their care is more empowering and provides better choice for vulnerable Service Users.
- 1.4 Adult Social Care will replace the tendering process by offering each Service Users at Alcazar and Skinners Court an Individual Service Fund (ISF) based on their personal budget allocation. This will provide Service Users with control on how they spend their personal budget to meet their assessed care needs and provides them a flexible approach to controlling how care is provided to them

2. RECOMMENDATIONS

The Director of Adults Social Care

2.1 To approve the implementation of Individual Service Funds for the Service

Users at Alcazar and Skinners Court following formal consultation with Service Users and their families

3. BACKGROUND

- 3.1 Local authorities have a duty under the Care Act 2014 to ensure there is a viable market delivering choice for customers. From 2017/8 ASC has been commissioning an outcome-based programme of support in Enfield. This is a central part of Enfield's response to the Care Act 2014 and the commitment to improve care and support services and ensure the changing needs of the Enfield population are met
- 3.2 Extra Care housing is a supported housing option which improves the lives of vulnerable older adults with a range of housing related support services. It is designed to support an adult who has social care needs. It balances independent living with an enhanced sense of security. Service Users receive support to manage their tenancies and have access to an onsite 24 hours' care service
- 3.3 Skinners Court Extra Care Scheme is located in Palmers Green. It provides 43 units of single accommodation and 5 units of 2-bedroom accommodation. Skinner's Company hold the freehold to the facility. The housing related support services has recently been outsourced to Anchor Hanover Ltd. Skinners Company also retain 25% of nomination rights to the accommodation within Skinner's Court.
- 3.4 The current Extra Care Service at Skinners Court is delivered by North London Homecare and Support Ltd who were awarded a one-year contract in December 2017 following unsuccessful attempts to identify an alternative provider, both through competitive procurement and direct negotiation with a number of providers. Many of the potential providers either chose not to put in a tender or their tender prices were over the budget available for the service.
- 3.4 Alcazar Court Extra Care Scheme is located in Edmonton. It provides 45 units and 2 units specifically as a short stay enablement option. The premises and freehold are owned by the landlord, Clarion. An off-site housing management service is provided by Clarion. The care and support provider provide the onsite point of liaison between Service Users and Clarion Housing Group Support.
- 3.5 North London Homecare and Support Limited were directly awarded the Extra Care Contract at Alcazar Court in April 2018 on a 12 months contract after unsuccessful attempts to identify an alternative provider,

through competitive procurement, direct negotiation with a number of providers and an 'Invitation to Quote' process

- 3.6 It is intended to move away from the current commissioning and procurement cycle for Alcazar and Skinners Court Extra Care Schemes whereby contracts go out to tender every three to five years. More importantly providing a more personalised approach for Service Users who can direct and manage their care is more empowering and provides better choice for vulnerable Service Users.

Adult Social Care will replace the tendering process by offering each Service Users at Alcazar and Skinners Court an Independent Service Fund based on their personal budget allocation

4.0 Individual Service Funds (ISF)

- 4.1 The greater use of ISFs and the commissioning of flexible support are entirely consistent with the Care Act 2014, Support and Statutory Guidance (DH2014). It states that ISF should meet needs and advance individual well-being and Councils are encouraged to maximise the flexibility of support provision. It suggests that Councils may seek to use ISFs:

- To promote flexible support (DH 2014 paragraph 11.29, p.194);
- To offer people choice over who provides them with support (DH 2014 paragraph 11.8, p.188) and
- As a legitimate method for managing a personal budget (DH 2014 paragraph 11.3, p.188).

- 4.2 Individual Service Funds (ISFs) are systems, established by providers, to help them to be accountable to the people they work with and to help them provide more flexible support. They are not in themselves contractual arrangements; however, how the ISF is implemented is a negotiation and agreement with an individual Service User and the Provider of their care service.

- 4.3 When Service Providers have used ISFs and begun to provide more flexible support there have been multiple advantages for the person. The available evidence suggests that flexible support can improve well-being, efficiency and trust within local communities. This way of working will be attractive to many groups of people who want more flexible support but who do not want to manage a direct payment.

Practice guidance to support implementation of the Care Act 2014, (DH, ADASS, Local Government Association 2014

- 4.2 An important requirement of an ISF arrangement is that the provider must work with the Service User to develop a personalised and flexible service i.e. the Service User and the provider will develop the detail of the care and support plan; and the Service User's choices drive who,

what, how and when care and support is provided. The provider is directly accountable to the Service User on how that money is used to meet needs and outcomes and is responsible for ensuring and communicating clearly to the Service User about how the money is used and managed.

4.3 The Benefits of Individual Service Funds

A provider must work with a Service User and demonstrate that the Service User can say, with confidence:

- I can use my hours/budget flexibly and can choose what I am supported with
- I am supported where it makes sense for me; at home and out and about
- I can exercise choice about who supports me. My care workers know me, and I know them.
- I get care and support on the days and at the times that are right for me
- I have choice over how I am supported, and my care workers knows this is important to me
- I have choices over the nature of the support that I receive and exercise my judgement over what is best for my health and well-being

For the Council

A successful ISF would enable the Council to say, with confidence:

- We are able to develop a mature relationship with our Service Users and our providers that focuses on quality, personalised care and support and not on paperwork
- The Council can focus on ensuring our Service Users achieve the outcomes they want and need
- They may be cost efficiencies associated with ISF in terms of how the Service User decides to use their allocated personal budget

5.0 Description of Care Model and Standard of Care

5.1 The Care Model relates to delivery of well-coordinated, consistent and high-quality care & support needed to deliver Service User outcomes on a day-to-day and longer-term basis: as defined by their care and support plan.

5.2 Service Users (and/or their representative will be asked if they are happy with the Care and Support provided by their current Provider. Should they say yes then the Service User (and/or their representative)

will discuss with the provider future arrangement on how and when the care and support will be provided and the outcomes that can be met. Meeting the Service User's needs in a close person-centred way is the emphasis of this discussion

- 5.3 Only one provider will service the Extra Care Scheme. A minimum of 75% of Service Users residing in the Extra Care Scheme will have to agree on one provider. All Service Users within the scheme will agree to pull their personal budgets together to pay for their chosen Provider. Collaboration and freedom of choice of provider by the Service User is paramount
- 5.4 Should the 75% agreement on the current provide is not achieved then the Council will facilitate Service Users choice by opening up the homecare provider market to them in order that they may collectively select a Provider of their choice. This process again will be a collaborative process involving the Service Users of the Extra Care Schemes throughout the process and it would be their decision on the Provider of choice that can best meet their needs collaboratively.
- 5.5 A meeting was held with Service Users on 22nd January 2019 to discuss service provision related to ISF most of the Service Users within both schemes said they wanted to continue with their current care provider. In addition, the Council has received positive feedback related to the current provider at previous meetings held and the outcome of monitoring information and the effective partnership arrangements with the landlords of the Extra Care Schemes also demonstrated good performance. The current Provider is CQC registered with a recent inspection rated as 'good'
- 5.6 A signed agreement (Service Level Agreement) between an individual Service User (and/or their representative) and the provider will form part of the Service User's care and support plan. The Service Users can make changes to the arrangement at any time within the formal agreement period and the agreement appropriately updated.
- 5.7 A Service User can, in consultation and agreement with other Service Users within the scheme, agree with the provider how best to use the care and support hours available to meet their eligible assessed needs. This may, for example, relate to activities within and external to the extra care scheme. This too will form part of the agreement between the Service User and the provider
- 5.8 Payment for services delivered by the provider will be based on the total of the Service User allocated Personal Budgets in the form of an Individual Service Fund (ISF).

- 5.9 The Council will review a Service User's needs and ISF administration and delivery at least annually to ensure that it continues to meet the needs of the person and that it continues to help them achieve their personal outcomes
- 5.10 All placements will be based on tenancy agreements with the landlord of the schemes. There will be a core care element from a Service User's personal budget that will be used to fund their care. This will ensure Service Users are safe and well and are tied to receiving a placement within the Extra Care Schemes
- 5.11 The Council will inform the provider of the amount they will receive per Service User, in parts for the core element, and for the care and support of individual Service Users. Financial Contribution toward a Service User Care and support needs will remain the responsibility of the Council to administer.
- 5.12 In agreement with a Service User, the provider can flex the care and support on a day by day basis based upon the needs and request for changes to be made by the Service User. For example to support their independence a Service User may reduce 2 personal calls per day to one, in a flexible way until they feel confident to undertake their personal care on their own and thus permanently reducing 2 calls to one per day giving them the ability to make a personal budget saving to focus more on an area of their assessed need which is more important to them i.e. socialising.
- 5.13 The provider can work with a number of Service User across the scheme to pool Individual budgets to deliver the services, providing that overall individual outcomes are met.
- 5.14 Service Users' outcomes will be delivered through a collaborative, person-centred approach taking account of their expressed wishes and choice. This includes working with health and specialist agencies. There will be a requirement to ensure care and support is well co-ordinated and well governed to meet individual Service Users stated needs and outcomes.
- 5.15 The Council will remain responsible for ensuring the needs of Service Users and outcomes set out in the Service Level Agreement and any subsequently added under a variation arrangement are met. To this end, the Council will work with stakeholders, including the provider, to ensure that:
- Service Users, their representatives and the Council are satisfied with the quality, appropriateness, consistency, reliability and range of service they are receiving, in accordance with the principles and standards outlined in the Service Level Agreement

- Individual Service Users' outcomes as agreed and outlined in their person-centred Care & Support plans are met consistently on a day-to-day basis and as longer-term objectives.
- The provider is delivering an appropriate, effective, efficient and sustainable service in terms of governance and staffing requirements

6.0 MONITORING AND INFORMATION REQUIREMENTS

- 6.1 As part of the monitoring arrangement, the provider, the Council and the Service User (or their family/representatives) will meet at regular intervals to review the process, outcomes and issues arising from the service delivery. The Council or a designated individual [Quality Checkers] together with appropriate staff, will inspect or witness the provision of the Support Services.

7.0 TERMINATION OF THE SERVICE LEVEL AGREEMENT

- 7.1 The SLA will end on 19th March 2020 for Skinners court and 29th April 2020 [12month *contract period*] unless extended by agreement between the Service Users/their representatives and Council and the Provider for two further periods of twelve months each... The parties will exercise the extension if seventy-five per cent (75%) of all Service Users are in agreement to do so

As part of the Care Review Process Service Users who are unsatisfied with their provider's performance can:

1. Work with Care Managers to review their care and support plan
 2. Work with the provider to improve the services provided to them
 3. Give 6 months' notice to the provider, in agreement with the Council, that they intend to move to a new provider as the majority of service users have requested a change (subject to para 7.2 below)
- 7.2 Any unresolved dispute resulting in a change to services provided by the provider will need a minimum of 75% of Service Users residing in scheme or their representative to support the required change to service deliver
- 7.3 The Council, in consultation with Service Users and their representatives, may terminate the Service Level Agreement by giving the provider not less than six months written notice. If all parties agree, the period of notice can be shortened. The provider will continue to provide the Support Services during the period of notice unless the Council requests otherwise;
- 7.4 A provider may terminate the Agreement by giving the Council not less than six months written notice. If the provider terminates the

Agreement or its application to a particular Service, then the provider must continue to provide the Services during the period of notice unless the Council request otherwise.

Any dispute arising out of or in connection with the Individual Service Fund will follow a 'Dispute Resolution 'Process' with a target resolution within twenty Working Days. Should resolution not be achieved then a mediation process will be actioned.

8.0 ALTERNATIVE OPTIONS CONSIDERED

8.1 Two alternative options were considered

8.1.1 **Direct Payment** - To give all the Service Users a sum of money from their personal budget in order that they can arrange and pay for their assessed care and support needs. The Service User is then responsible for the management and administration of their Direct payment. Many of the Service Users residing in Alcazar and Skinners Court are frail, vulnerable and some lack mental capacity to manage their own direct payments. A Full consultation would be required with all tenants and the landlord without this there could be a legal challenge.

8.1.2 To Undertake a Full tender Process. The contracts at Skinners and Alcazar expire in March 2019 and April 2019 respectively. A longer period is required to consider this option going forward and to actually tender the service effectively whilst providing continuity of care and support to the existing vulnerable tenants.

Alcazar Court and Skinners Court have both recently been exposed to a formal tendering process in addition to going out to the market for quotes and direct negotiation Each one of these attempts failed to attract a provider who could effectively take on the contracts and provide the quality service as specified within the budget envelop of the service

9.0 REASON FOR THE RECCOMENDATION

9.1 The use of ISF transfers responsibility to meet a Service User's needs, and to do so in a way which enables a Service provider to provide bespoke support. When a Service provider enters into a ISF relationship with a Service User based on the service user care and support plan they are taking on all the legal responsibilities that go along with taking on the duty to meet someone's needs; but in addition, they agree with the Council to work flexibly in the service user's best interests and according to an agreed set of rules. ASC responsibility is to provide sufficient funds to meet assessed needs and to ensure

service users are supported safely and meet their desire outcomes in accordance to Service User care plan.

9.2 ISF provide Service Users with the choice and control of how their care is provided. The concept is supported by the Care Act 2014 and the Personalisation Agenda which individualises a Service User care and focuses on person-centred planning and empowers Service Users to take control of their lives – Service Users say what they want from their support and how their goals are going to be achieved.

9.3 There has been a number of failed attempts to attract a suitable provider service several times over the last two years due to lack of market appetite and quotation exceeding Council's budget. It is not certain whether a competitive tender would be affective in terms of time and resources taken and the risk of not securing an alternate provider(s) suitably qualified in terms of quality and price to undertake the specification for a tendered service.

7.0 COMMENTS OF THE DIRECTOR OF FINANCE AND CORPORATE RESOURCES AND OTHER DEPARTMENTS

7.1 Financial Implications

See Part 2

7.2 Legal Implications

7.2.1 The Council has the power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles.

7.2.2 Additionally Section 111 of the Local Government Act 1972, enables local authorities to do anything, which facilitate or are conducive or incidental to the discharge of their functions.

7.2.4 The award of the Service Level Agreements is a Key Decision under the Council's Constitution and, as such, the Council will need to comply with its governance process including publication of the details in the Forward Plan.

7.2.3 The Director has power to approve the award of the Service Level Agreement to the provider under Contract Procedure Rule 1.22

7.2.4 Further comments are contained in Part Two of this report.

(Legal comments provided by MO'C on 7 January 2019 based on a report circulated on 18 December 2018 and updated on 10 January 2019).

7.3 Procurement Implications

All procurement must be carried out in line with the Councils Contract Procedure Rules, EU and UK regulations.

8.0 KEY RISKS

8.1 There have been failed attempts previously at getting providers in, the ISF arrangement would mitigate the risk of not having a provider in place after the current contract expires.

8.2 As ISF are new to the Council there may be learning outcomes and teething issues for the first few months following implementation

9.0 IMPACT ON COUNCIL PRIORITIES

9.1 Good homes in well-connected neighbourhood

9.1.1 Alcazar and Skinners Court are situated in a central location in the borough. They both have good transport links and near green space and several shops making it a good location for Service Users to feel part of their community

5.1 Sustain strong and healthy Communities

8.2.1 Continued to protect those most in need by continuing to deliver care and support services and safeguarding vulnerable people.

5.2 Build our local economy to create a thriving place

8.3.1 Services will support resident to take more responsibility and play a greater role in developing services that are meaningful to them

10 EQUALITIES IMPACT IMPLICATIONS

10.1 A predictive EIA has been completed

11.0 PERFORMANCE MANAGEMENT IMPLICATIONS

11.1 Monitoring will be regularly undertaken in accordance to terms and condition of the Service Level Agreement. Further enhancements to

the performance management arrangements will be demonstrated within the one to one meeting between Service Users and he providers, reviews undertaken by the Review Team and spot checks undertaken by Quality Checkers. The focus will be on the outcomes, independence and well-being of Service Users delivered by the provider. This includes safeguarding and incident reporting

12.0 HEALTH AND SAFETY IMPLICATIONS

10.1 None have been identified

13.0 HR IMPLICATIONS

13.1 None

14.0 PUBLIC HEALTH IMPLICATIONS

None

Background Papers

None

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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