

## MUNICIPAL YEAR 2017/18 REPORT NO.

### MEETING TITLE AND DATE:

November 2017

Agenda – Part: 1	Item:
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<p><b>Subject: Recommendation to award a contract for care &amp; support services at Skinners Court Extra Care Scheme – 1 Year Contract</b></p>
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**Wards: ALL**

**Lead Member Councillor Alev Cazimoglu**

**KD: 4462**

### REPORT OF:

Executive Director of  
Housing, Health & Adult  
Social Care (HHASC)

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#### 1. EXECUTIVE SUMMARY

*This report should be read in conjunction with the corresponding part 2.*

- 1.1 The initial contract for Skinners Court was due to expire in January 2018 however, the incumbent provider, 'Sanctuary' made a strategic decision not to operate in any building where it does not also own the freehold. In light of this, Sanctuary's contract at Skinners Court shall terminate on 19<sup>th</sup> December 2017.
- 1.2 The Council conducted a full procurement process earlier this year but made a strategic decision to abandon the process. It is the Council's intention to re-tender for this service within the next twelve months.
- 1.4 In the meantime, service provision must ensue and so the Council decided that in accordance with the Council's Contract Procedure Rules (CPRs) the Extra Care Services provided at Skinners Court were to be procured by seeking quotes from the Domiciliary Care market for a contract period of 1 year (with potential option to extend for a further 3 months) commencing 19<sup>th</sup> December 2017. Prior to seeking formal quotes, 5 domiciliary care providers were screened to ensure they met the standard criteria of experience, quality and value.
- 1.5 The procurement was undertaken as a single lot and tenders were returned within 5 working days.

## **2. RECOMMENDATIONS**

- 2.1 To endorse and agree to award a contract for extra care & support services at Skinners Court Extra Care Housing Scheme for a period of 1 year (with the option to extend for a further 3 months) to the successful service provider as outlined in the corresponding Part 2 report.
- 2.2 To note that this contract will be retendered within the next twelve months

## **3. BACKGROUND**

- 3.1 Extra care housing is a supported housing option which improves the lives of vulnerable older adults with a range of housing related support (Support) and adult social care (Care) needs. It balances independent living with an enhanced sense of security. Service users receive support to manage their tenancies and also have access to a 24hr onsite care service.
- 3.2 There is no single definitive model for extra care. Local authorities can decide how they wish to commission and implement extra care to meet their own local priorities
- 3.3 Extra care housing supports the HHASC Commissioning Vision for Older People in Enfield by reducing the number of people who go into long term residential & nursing care as well as reducing the number of preventable hospital readmissions. It also facilitates timely hospital discharge and enables people to die at home with dignity in a supported environment.
- 3.4 The Council revised its commissioning vision for extra care and developed a new specification for a more flexible, responsive service. This delivers improvements in how the scheme meets a diverse range of needs under a "balanced community" model as well as prolonging independence through improved end of life care arrangements
- 3.5 Skinners Court Extra Care Scheme is located at 1 Pellipar Close, Fox Lane, Palmers Green, London, N13 4AE. It provides 43 units of single accommodation and 5 units of 2-bedroom accommodation. Skinner's Company hold the freehold to the facility and provide the housing related support to the residents living within the Extra Care Scheme. Skinners Company also retain 25% of nomination rights to the accommodation within Skinner's Court.
- 3.9 The current Extra Care Service at Skinners Court is delivered by Sanctuary who won the contract in 2014. The main client group is 'older adults'. However, those with additional needs such as learning disabilities, dementia and other neurological conditions may also

access the service where they are able to live independently with support under the terms of their tenancy agreement. There are also a number of residents who have no social care needs and are residents placed by Skinners Company through their 25% nomination rights

- 3.10 The company Sanctuary has made a strategic decision not to continue in the Extra Care Market in premises where they do not hold the freehold. Skinners Court is one of these premises. As a result, they have provided notice to the Council with the intention to cease services from 19<sup>th</sup> December 2017.
- 3.9 Sanctuary's contract is monitored on a quarterly basis by the Enfield Contract and Review Team. In the past three years, there have been no major concerns with the service providers and the last quarterly monitoring visit also confirmed this. Service users are generally pleased with the service and the support provided by Sanctuary. They have worked in partnership with the Council to deliver the service and have been flexible in meeting the Council's requirement.
- 3.10 The contract model is designed to be flexible. It is for a term of 1 year with the with the option to potentially extend for 3 months to take account the full procurement process due to happen in early 2018 (subject to authority) for a contract period of 3 + 2 + 2 years.
- 3.11 Council officers have engaged directly with service users and families on a regular basis throughout this time to incorporate their priorities and expectations

#### **4.0 ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Due to the abandonment of the first tender process and Sanctuary's imminent departure from their Extra Care Contract with the Council in December 2017 it was necessary to undertake the 5 quotes competitive tendering exercise in order to secure a new provider prior to the end of the existing contract and to ensure a smooth transition from the incumbent provider to a new provider.

#### **5.0 REASONS FOR RECOMMENDATIONS**

The provision of high quality Extra Care accommodation which represents good value for money has been and continues to be a priority for the Council. It delivers a model of care which promotes independent living for a range of vulnerable people who would otherwise be at risk of social isolation, admission to hospital or residential care. It is the Council's intention to retender this contract within the next twelve months.

#### **6.0 COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS**

See part 2 of this report for financial implications

## **7.1 Legal Implications**

- 7.1.1 The Council has a duty under s.1 Care Act 2014 ('Care Act') to promote individuals' wellbeing (as defined in the Care Act). The Council has a further duty under s.2 Care Act to provide or arrange for the provision of services, facilities or resources, or take other steps, which it considers will contribute towards preventing, delaying or reducing the development by adults and carers in its area of needs for care and support.
- 7.1.2 S.111 Local Government Act 1972 gives a local authority power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.
- 7.1.3 The Council also has a general power of competence under s.1(1) Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles. The recommendations in this report are in accordance with these powers and will enable the Council to fulfil its duties under the Care Act.
- 7.1.4 The Council must comply with its Constitution and in particular, its Contract Procedure Rules (CPRs). The contract price (including the option to potentially extend the 1-year arrangement for a further 3 months) falls below the relevant EU threshold (£589,148), the 'light touch regime' of the Public Contracts Regulations 2015 ('Regulations').
- 7.1.5 Furthermore, in accordance with CPR 19.2.2, the Council must comply with its obligations regarding obtaining best value in accordance with the Local Government (Best Value Principles) Act 1999.
- 7.1.6 The Council must at all times during the procurement and contract award process, comply with the central EU treaty principles of transparency, equal treatment, non-discrimination, and proportionality, whatever the design of the procurement process chosen even if the overall value of the services to be retendered falls below the relevant EU threshold.
- 7.1.7 The resultant contract (and any relevant associated contractual documentation) awarded must be in a form agreed by the Assistant Director, Legal and Governance Services
- 7.1.8 This report constitutes a Key Decision and the Council's Key Decision process must be followed.

## **8.0 PROCUREMENT IMPLICATIONS**

The Procurement and Commissioning Hub (PCH) supported HHASC during the procurement process in developing the procurement documents to ensure that a compliant competition took place and that value for money was achieved while ensuring that high standards of service are maintained.

- 8.2 PCH assisted HHASC throughout the tendering process to ensure compliance with the Public Procurement Regulations (2015) and the Council's Contract Procedure Rules.
- 8.3 PCH ensured that all correspondence and documentation was made available to Providers through 'Pro-contracts' the Councils electronic tendering system.
- 8.4 Within the next twelve months this service will be fully retendered.

## **9.0 KEY RISKS**

- 9.1 Delays in the retender process could mean that the date for implementation cannot be met (by 19<sup>th</sup> December 2017). This risk will be mitigated by ongoing dialogue with the current provider.
- 9.2 Delays in the retender process could leave insufficient time for a safe, appropriate and sensitively managed handover between the outgoing provider at Skinners Court and the new provider. Ongoing dialogue with the current provider and colleagues in the procurement service will mitigate against this risk.
- 9.3 The new contract is expected to commence on 19<sup>th</sup> December 2017 which provides a very short period for handover arrangements and together with the holiday period may be a risk to the smooth transition from the incumbent Provider to the new Provider

## **10.0 HR IMPLICATIONS**

- 10.1 The letting of this contract does not involve any staff transfer from the Council. TUPE arrangements are between staff employed directly by St John of God and the successful tenderer/s

## **11.0 IMPACT ON COUNCIL PRIORITIES**

### **11.1.1 Fairness for All**

- 11.1.2 The contract makes clear arrangements to ensure equal pricing for self-funders in line with levels of block contract funding.

11.1.3 The new specification integrates care and support elements to provide a more seamless, responsive service. The increased flexibility enables a broader range of needs to be met.

11.1.4 This service provides independent living for vulnerable older people. It provides an environment that meets resident's needs, ensures their safety and promotes their well-being

### **11.2.1 Growth and Sustainability**

11.2.2 The level of market interest indicates increased competition in the extra care service model.

11.2.3 The block contract model provides financial stability for both the Council and service provider.

11.2.4 The service is designed to maintain service user's independence for as long as possible, postponing and preventing service users having enter residential care

### **11.3.1 Strong Communities**

11.3.3 Service users also expressed what was important to them which was considered as part of the evaluation which gave them a sense of empowerment positively contribute to the sense of community at the scheme.

11.3.4 Service users can maintain their independence within the wider community, whilst still having the support and security from the recommended successful provider

## **12.0 EQUALITIES IMPACT IMPLICATIONS**

12.1 A predictive EIA has been completed

## **13.0 PERFORMANCE MANAGEMENT IMPLICATIONS**

13.1 The award of this contract will enable the Council to ensure that appropriate and robust contract monitoring arrangements are in place. The principal focus will be on the outcomes for service users delivered by the provider as well as how the provider manages issues of complaints and safeguarding of vulnerable adults in an independent living setting.

13.2 Contract monitoring will be undertaken by the Performance & Contracting team within the Procurement Hub

**Background Papers**  
**Equality Impact Assessment**

