

MUNICIPAL YEAR 2017/2018 REPORT NO.

**ACTION TO BE TAKEN UNDER
DELGATED AUTHORITY:
OPERATIONAL DECISION OF:**
Director of Adult Social
Care

Contact officer and telephone number:
Nancie Alleyne
E-mail: nancie.alleyne@enfield.gov.uk

Agenda – Part: 1	Item:
	Subject: Alcazar Contract Extension for Extra Care Provision provided by Saint John of God
	Wards: ALL Councillor Alev Cazimoglu
	KD 4634

1. EXECUTIVE SUMMARY

- 1.1 This Report sets out the rationale and work undertaken by Saint John of God ("Service Provider") the current provider of Extra Care Support Services ("Services") at Alcazar Court, Extra Care Scheme.
- 1.2 The most recent contract for Extra Care Services expired on 7th March 2017 however, the Service Provider has continued to provide the Services to ensure continuity of service to the Borough whilst a full tender process was undertaken. Monitoring reports demonstrated that Saint John of God performed well and there have been no issues with the Service Provider
- 1.3 The Council conducted a full procurement process but made a strategic decision to abandon the process as all bids exceeded the Council's budget.
- 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 Alcazar 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 19th 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 Two providers quoted for the above works. One bid again exceeded the Council's budget and the second provider withdrew their quote and their intention to undertake the contract. The Council hereby seeks to extend the arrangement with SJOG in order to maintain service continuity whilst it devises its strategy going forward.

2. RECOMMENDATIONS

- 2.1 To agree and approve entry into a deed of extension and variation with Saint John of God (Service Provider) from 8th March 2017 - 31st March 2018).
- 2.2 To note and agree that the deed of extension and variation shall include a break clause allowing the Council to terminate the extension in the event that that a suitable provider is procured and agreeable to begin providing the services before 31st March 2018.

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 services 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 also have access to an onsite 24 hours' care service
- 3.2 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 and nursing care as well as reducing the number of preventable hospital readmissions. It also facilitates timely hospital discharge and enables people to pass-away at home with dignity in a supported environment.
- 3.3 The extra care provision supports the strategic priorities for HHASC in relation to accommodation for vulnerable people and delivers a diverse range of needs under a 'balanced community' model as well as prolonging independence through improved end of life care arrangements
- 3.4 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
- 3.5 Alcazar Court extra care scheme is located at 2 St Mary's Road, Edmonton, London, N9 8NZ. It provides 45 units and 2 units specifically as a short stay enablement option. The initial contract ended in March 2017
- 3.6 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.

- 3.7 The premises and freehold are owned by the landlord, Circle 33. An off-site housing management service is provided by Circle Support, a sister company of Circle 33. The care and support provider provides the onsite point of liaison between service users and Circle Support.
- 3.8 The current service is delivered by Saint John of God ("Service Provider") who was the successful bidder back in 2012. They provide extra care support service for older people and people with dementia.
- 3.9 The 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 and the last quarterly monitor visit also confirmed this. The provider has performed well and complied with the service specification and contract. The Service Provider has worked in partnership with the authority for deliver the service and have been flexible in meeting the council's requirement. Service users are generally pleased with their choice of activities available

4. ALTERNATIVE OPTIONS CONSIDERED

The alternative option considered was: -

- 4.1 To give notice and move all service users to direct payments. This would not guarantee continuity of service provision and would be likely to result in the loss of staff on site especially at night and with no on site housing function no safety and security or co-ordination of services. Full consultation would be required with all tenants and the landlord without this there could be legal challenges.
- 4.2 To give notice to end the contract and to go to immediate tender. A longer period is required to consider the option going forward and to actually tender the service effectively whilst providing continuity of care and support to the existing vulnerable tenants
- 4.3 To give notice and move to the spot purchase domiciliary care packages this would not be cost effective as it is likely to raise the cost of the service provided and the council is moving from sport purchase of domiciliary and will have the same effect as the move to direct payment

5. REASONS FOR RECOMMENDATIONS

- 5.1 To agree the extension of the existing contract from 8th March 2017 to 31st March 2018
- 5.2 To note the Council's intention to seek further financial clarification from the provider who quoted for the service

6. COMMENTS OF THE DIRECTOR OF FINANCE AND CORPORATE RESOURCES AND OTHER DEPARTMENTS

6.1 Financial Implications

6.1.1 See part 2 of the report.

6.2 Legal Implications

6.2.1 S.111 Local Government Act (1972) gives a local authority power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.

6.2.2 The general power of competence under s.1(1) Localism Act (2011) states that a local authority has the power to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. The proposed services as mentioned within this report are in accordance with this power.

6.2.3 S.19 Local Government (Miscellaneous Provisions) Act (1976) further enables the Council to provide such recreational facilities as it thinks fit (including power to provide buildings, equipment, supplies and assistance of any kind for this purpose).

6.2.4 The Council must comply with its obligations relating to obtaining best value under the Local Government (Best Value Principles) Act (1999). The Council must **also** comply with its Constitution and Contract Procedure Rules (CPRs).

6.2.5 Risk of challenge is low. In the event that the extension is challenged, the Council's decision to extend would be reinforced by the fact that the Public Contract Regulations 2015 ('PCRs' – Regulation 72) sets out circumstances where modifications can be made to contracts during their term. Although the proposed modification set out in this report is unlikely to be caught by the PCRs, the fact that Regulation 72 outlines such permitted modifications to contracts provides reassurance that the Council is acting in accordance with the law.

6.2.6 All legal agreements arising from the matters described in this report must be approved by Legal Services.

6.2.7 This report constitutes a Key Decision and the Council's Key Decision process must be followed.

7. KEY RISKS

- 7.1 This contract has presents opportunities for the Council to improve service user's quality of life and independence and secure efficiencies in the short term. A new tender process may create anxiety amongst stakeholder and service users throughout the tender process and have an undesirable effect on transition arrangement for the council.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

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

8.2 Growth and Sustainability

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

8.3 Strong Communities

Service users can maintain their independence within the wider community, whilst still having the support and security from Saint John of God

9. EQUALITIES IMPACT IMPLICATIONS

9.1 N/A

10. PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 Contract monitoring is regularly undertaken and there have been no performance issues since the contract has been in place. Focus has been on the outcomes, independence and well-being of service users delivered by the provider. This includes safeguarding and incident reporting. Saint John of God is also registered with the Care Quality Commission and has complied with all requirement as well as complying with quality standards for housing related support Quality Assessment Framework

11. HEALTH AND SAFETY IMPLICATIONS

- 11.1 None have been identified

12. HR IMPLICATIONS

None

13. PUBLIC HEALTH IMPLICATIONS

None

Background Papers None