

Forward Plan reference number: FP/896/11/20

Report title: Award of contract for care and support services at Freeman Court Extra Care Scheme	
Report to: Councillor John Spence, Cabinet Member for Health and Adult Social Care	
Report author: Nick Presmeg, Executive Director for Adult Social Care	
Date: 24 March 2021	For: Decision
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County Divisions affected: All Essex	

1. Purpose of report

- 1.1. The Council is committed to helping older people to live as independently as possible with the right accommodation and support in place to meet need. One way to meet this need is through Extra Care Housing schemes.
- 1.2. In line with this commitment, the purpose of this report is to award a contract for the onsite care and support service at Freeman Court Extra Care scheme to the Landlord, Notting Hill Genesis.

2. Recommendations

- 2.1 To agree to negotiate with the scheme Landlord, Notting Hill Genesis, for the award of a five-year care contract for the onsite care and support service (including the peace of mind service) at the Extra Care scheme, Freeman Court in Chelmsford.
- 2.2 To agree that the Executive Director for Adult Social Care is authorised to award the onsite care and support contract for Freeman Court if he is satisfied that the contract represents best value and is within budget, when costed at expected volumes.

3. Summary of issue

- 3.1 Extra Care schemes support the Council's strategic aim to 'help people get the best start and age well'. They are mainly for people over the age of 55, who are in receipt of six hours or more of domiciliary home care per week and would benefit from a home environment with 24-hour onsite care and support. These schemes provide a number of benefits, including helping to:
 - Reduce social isolation and loneliness for residents through a sense of built communities that are tailored to their needs.

- Reduce the risk of falls, anxiety and depression and unplanned hospital admissions.
 - Improve the lives and resilience of carers.
 - Provide better working environments and conditions for staff, improving recruitment and retention.
- 3.2 Freeman Court is a 65-unit Extra Care scheme in Chelmsford developed by the Landlord Notting Hill Genesis in 2016. The Council has nomination rights for all 65 units. The current contract for the onsite care and support service is due to expire on 18th September 2021.
- 3.3 There are two components to the contracted onsite care and support service provided within all Extra Care schemes:
- i. the provision of planned care for residents who wish to receive their personal care package through the onsite care and support provider; and
 - ii. the delivery of a 'peace of mind' service. This provides a 24/7 presence to respond to any unplanned care needs/emergencies. This service is available to all residents.
- 3.4 Notting Hill Genesis as the Landlord wishes to take on responsibility for the provision of the onsite care and support service at Freeman Court upon expiry of the current contract, including the peace of mind service. Notting Hill Genesis is a registered provider with experience of providing Extra Care services both within Essex and nationally. Having the Landlord as the onsite care and support provider should provide a seamless service and allow for efficiencies to be gained across the scheme. This in turn should reduce costs to the Council and residents.
- 3.5 It is therefore proposed to directly award the contract for the onsite care and support service to the Landlord, Notting Hill Genesis, provided that a suitable proposal can be agreed. The contract would commence on 19th September 2021 and would be for five years, in line with the contract length for other Extra Care schemes across the County. The cost of care provision for 2021/22 at Freeman Court is forecast to be £766,000 for the year. The cost of the four years post 2021/22, including any agreed uplift, will be subject to negotiation and will be relative to demand. Towards the end of the five-year contract period, the Council will review and consider the approach for ongoing provision within this scheme.
- 3.6 The service specification and performance standards within the care and support contract will require that Notting Hill Genesis, as a minimum, meets the Council's quality standards and adheres to the service delivery model for Extra Care. This will ensure high-quality service provision that maximises independence; with Freeman Court, as a community asset, benefiting the wider community as well as the residents within the scheme; and with a strong ethos of social interaction and maintaining and developing relationships. There will be Key Performance Indicators and Management Information for Notting Hill Genesis to report on and for the Council to monitor.

- 3.7 The Council's standard onboarding process for all providers would be followed; this sets out minimum quality standards that must be met for the Council to contract with them. Rates for delivery of the onsite care and support service will be negotiated with Notting Hill Genesis as part of this process.
- 3.8 The onsite care and support contract will only be awarded to Notting Hill Genesis if the Executive Director, Adult Social Care is satisfied that the terms offered by the Landlord offer good value for money compared with the cost of care available from other domiciliary providers in the locality. The contract price agreed will be fixed for the contract period, although the Council will have absolute discretion to increase rates if it so wishes. This is consistent with the Council's general approach to increasing prices for care services delivered to Adults.
- 3.9 Should the Council not be able to agree an acceptable rate with Notting Hill Genesis, there are two options that could be explored: (1) renegotiate with Notting Hill Genesis to see if they would now be willing for the Council to procure an onsite care and support provider and for Notting Hill Genesis to allow access to the relevant facilities; (2) procure personal care packages for adults known to the Council and require that Notting Hill Genesis provide and fund the peace of mind service.
- 3.10 The contractual arrangement for this onsite care and support service will not oblige the Council or residents to purchase care packages from Notting Hill Genesis. Residents and the Council will still be able to choose another care provider or carer, as required. The provider of the peace of mind service will not be optional, however, and residents will have their peace of mind service delivered by Notting Hill Genesis.

4. Options

4.1. Option 1 – Do nothing and let the contract expire

This approach is not recommended, as it would result in the onsite care and support service ceasing and the scheme being unable to operate as an Extra Care scheme. This could result in the Council needing to source new placements for residents, which may include Residential Care.

4.2. Option 2 (Recommended) – Directly award the contract to Notting Hill Genesis

This is the recommended option because it reflects the wishes of Notting Hill Genesis for the provision of the onsite care and support service and it maintains Extra Care capacity within the County. It is the most likely approach to provide a seamless service as Notting Hill Genesis is delivering both the care and housing elements within the scheme. This option does not tie the Council or residents into having to purchase planned care packages from Notting Hill Genesis. However, the provider of the peace of mind service is not optional and will be Notting Hill Genesis.

4.3. Option 3 – Undertake a single stage competitive tender for the onsite care and support contract.

This approach is not recommended as Notting Hill Genesis has indicated that they wish to be responsible for the provision of the onsite care and support service. The Council is unable to access the necessary onsite facilities without the agreement of the Landlord.

5. Links to Essex Vision

5.1 This report links to the following aims in the Essex Vision:

- Enjoy life into old age
- Strengthen communities through participation

5.2 This links to the following strategic aims in the Organisational Plan:

- Help people get the best start and age well
- Help create great places to grow up, live and work
- Transform the council to achieve more with less

6. Issues for consideration

6.1 Financial implications

6.1.1 Based on the needs mix of adults currently in the scheme, the current cost of care provision for 2021/22 at Freeman Court is forecast to be £766,000 for the year, inclusive of the peace of mind service. The cost is funded by Older People care budgets and is included in the 2021/22 budget. It should be noted that the 2021/22 budget only reflects an increase in cost for package changes, which are based on average rates of churn.

The future cost of personal care provision at Freeman Court will fluctuate depending on the price negotiated, occupancy levels and the needs mix of adults in the scheme. Therefore, the cost of the four years post 2021/22, including any agreed uplift, will be subject to negotiation and will be relative to demand.

6.2 Legal implications

6.2.1 Supported Living and Extra Care Schemes are currently considered by the CQC to be Housing with Care, rather than providing accommodation with personal and/or nursing care, like nursing or residential homes. Providers are therefore required to register with the CQC for the provision of personal care only. There is some risk that the regulator may change its interpretation of the law. However, these are existing schemes, meaning that the risk is already borne by ECC and the Landlord.

6.2.2 Personal Care / Domiciliary Care services fall within 'social and other specific services' within Schedule 3 of the Public Contracts Regulations 2015 and the

total contract value is estimated to exceed the threshold of £615,278. As a result, the procurement of personal care services within schemes where landlords have elected not to provide or commission the care themselves is subject to the 'light touch regime' of the Regulations.

- 6.2.3 The Regulations require the Council to publish its intention to award a contract for 'social and other specific services' by either a Contract Notice or a Prior Information Notice (subject to conditions relating to the contents of both the Contract Notice and Prior Information Notice).
- 6.2.4 In schemes where landlords have elected to deliver or commission Personal Care / Domiciliary Care services themselves, the Council is unable to procure these services by way of a competitive procurement process. The Council requires the permission of the landlord and owner of the building in order to do so.
- 6.2.5 Where the landlord is unwilling to give the Council such consent, the Council is required to commission services from the landlord or their commissioned subcontractor. As a result, it is arguable that the Council is permitted to negotiate such a contract directly with the landlord in accordance with the provisions of Regulation 32(b)(ii) on the basis that competition is absent for technical reasons.

7. Equality and diversity implications

- 7.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc on the grounds of a protected characteristic unlawful
 - (b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - (c) Foster good relations between people who share a protected characteristic and those who do not, including tackling prejudice and promoting understanding.
- 7.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 7.3 The equality impact assessment indicates that the proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

8. List of appendices

Appendix One: Equality Impact Assessment

9. List of Background papers

None

I approve the above recommendations set out above for the reasons set out in the report.	Date
Councillor John Spence, Cabinet Member for Health and Adult Social Care	06.04.21

In consultation with:

Role	Date
Nick Presmeg, Executive Director for Adult Social Care	31.03.2021
Stephanie Mitchener on behalf of Nicole Wood, Executive Director for Finance and Technology (S151 Officer)	26 March 2021
Director, Legal and Assurance (Monitoring Officer)	24.3.21
Katie Bray on behalf of Paul Turner	