



DERBY CITY COUNCIL

COUNCIL CABINET 16 MARCH 2004

Report of the Director of Social Services

Commissioning of care services within Derby for people with learning disabilities currently living at Aston Hall Hospital

RECOMMENDATIONS

- 1.1 That Cabinet approves the proposal to enter into a contract for the care services for people moving out of Aston Hall Hospital.
- 1.2 To enter into partnership arrangements with Greater Derby Primary Care Trust on the terms set out in the report to commission care services for 14 people with learning disabilities currently living at Aston Hall Hospital.
- 1.3 To authorise the Director of Social Services, in consultation with the Cabinet Member for Social Care and Health, to approve the award of contract for care services to Turning Point, the successful tenderer, subject to the successful conclusion of the partnership arrangements.
- 1.4 To waive Contract Rule 5 C15 in order to include the fourth group of people not included in the original tender.

REASON FOR RECOMMENDATIONS

2. The closure of Aston Hall Hospital is a government requirement. The proposed services will provide high levels of support to people in their own tenancies, and so reflect the values and principles set out in the Government White Paper. Although these services are specifically for people moving out of Aston Hall Hospital, the development provides an opportunity to commission much needed services that will meet the future needs of other people with learning disabilities in Derby.

SUPPORTING INFORMATION

- 3.1 "Valuing People", the national White Paper for people with learning disabilities sets out clear targets for the closure of long stay hospitals for people with learning disabilities. A Project Board, chaired by Greater Derby Primary Care Trust, is overseeing the closure of Aston Hall Hospital. Derby Social Services is leading the commissioning of alternative accommodation and support for 14 people who have elected to be resettled in Derby City. It is intended that Social Services will establish and manage the contracts for the care of the individuals.

- 3.2 The new services will be funded from the Aston Retraction Budget, managed by Greater Derby PCT. The costs for the individuals would be met by the Health budget, ensuring that there is no financial risk to the Council. A detailed, legal, Partnership Agreement has been drawn up, clearly outlining the responsibility of each of the Partner Agencies.
- 3.3 A previous report requesting the approval of the cabinet to proceed with the issue of invitations to tender for the proposed services, was brought to Cabinet in July 2002. This paper informs Cabinet of the successful tenderer, Turning Point, and seeks approval to award a contract to commence on 1 May 2004, following a robust evaluation process, in which carers have worked alongside the Multi Agency Team, the Care Provider, has been selected, on the basis of Quality, Experience and Cost Effectiveness.
- 3.4 In Derby, the closure of Aston Hall Hospital is being overseen by a Project Board, chaired by Greater Derby PCT, and involving senior managers from Social Services. Comprehensive multi-disciplinary assessments have been undertaken to identify current and future needs for both accommodation and support, resettlement groupings, and preferred locations. A robust evaluation process resulted in the establishment of an "Approved Provider List" – of high quality providers of Support, Care, and Housing, who have been invited to tender for the opportunity to provide the new services.
- 3.5 This paper provides an overview of the proposed new developments for Derby. It requests Cabinet approval to confirm the successful care provider and commence a contract to meet the needs of people who wish to move out of Aston Hall Hospital into alternative accommodation in Derby.
- 3.6 Out of the 58 people who are moving out of Aston Hall, 14 people have elected to be resettled in Derby, in four groups, varying from one group of six people (subdivided into two groups), two groups of three people and one group of two people.

The people who will be resettled in Derby have profound learning disabilities, and for the majority, significant levels of behaviour that can challenge. Each of the individuals requires high levels of support throughout the day and night, from staff with skills to meet their individual needs.

The preferred model of accommodation and support into which people will transfer is one of Supported Living, whereby people will receive 24 hour support as tenants in their own homes, bringing the advantages of security of tenure, access to benefits, and greater influence over their lives.

- 3.7 The commissioning process for the new services is being led by the Lead Commissioning Manager employed by Social Services. It has been agreed that the tendering and contracting process for care services should be undertaken by Social Services, and that contracts for the proposed new care services will be developed by the Contracts Department of Derby Social Services and entered into in the name of the Council.

- 3.8 The proposed new care services will be funded from the Aston Retraction Budget, currently managed by Greater Derby PCT on behalf on the Southern Derbyshire Health Community. Funding will be attached to individuals. Should an individual move to an alternative service elsewhere, the funding would transfer with him or her, leaving a vacancy which would be available to other people with learning disabilities in need of alternative accommodation.
- 3.9 In negotiating the contracts with the prospective providers, the Commissioners will ensure that satisfactory processes are in place for managing the filling of vacancies so as to minimise the financial impact to the Primary Care Trust, who will be responsible for funding the whole service, including voids / vacancies. There is significant unmet need for Accommodation and Support for people with learning disabilities who have high support needs in Derby City, this means that any future vacancies that might arise are highly likely to be filled rapidly, so reducing the financial impact to the PCT. Tenders were issued for three of the four groups. The fourth group was not included in the initial tender for reasons relating to the needs of two individuals within that group. This has now been resolved. It is requested that cabinet wave Rule 5, CI5, and allow commissioners to include this within the contract issued to the successful provider. The evaluation process has identified the selected provider is the preferred provider, and in order to achieve best value it is necessary to ensure that one provider is responsible for all of this provision within Derby City.
- 3.10 “Valuing People”, the White Paper for people with learning disabilities, strongly recommends that, in developing new services for people with learning disabilities, a wide range of options should be considered, and that people should not be excluded from a particular type of living situation on the basis of their level of disability.

However, a recent consultation paper from the DTLR contradicts this approach, suggesting the National Care Standards Commission may require services that provide personal care to register as residential homes – so precluding many people with learning disabilities from the benefits of Supported Living.

Discussions are underway, at a national level, between the Department of Health and Social Services Inspectorate Learning Disability leads and representatives of the National Care Standards Commission, to resolve this contradiction. In the meantime, following careful consideration by the Aston Project Board, and detailed discussions with local representatives of the Care Standards Commission, it has been agreed that commissioners should progress the development of Supported Living, but ask prospective providers to ensure that services can accommodate a transfer to registered residential care, should the services ultimately be required to register.

- 3.11 There are risks associated with this approach, ultimately, should the proposed services be required to register as residential homes, there will be an increase in the costs of the service. Projected costings have highlighted this, and the Aston Project Board has endorsed the principle that any shortfall will be met out of Health funding. Greater Derby PCT have agreed to set aside a contingency fund to meet the increased costs of registered care. This has been ratified as part of the Partnership Agreement.

Clearly then, although there is a risk associated with current uncertainty at a national level, there will be no financial impact to the Council. This risk should not be seen as a barrier to the progression of the service development, as clear processes are in place to ensure that there is no risk to the Council.

OTHER OPTIONS CONSIDERED

4. The closure of Aston Hall Hospital is a Government requirement. A range of options to provide alternative accommodation and support have been appraised before arriving at the chosen model.

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| For more information contact: | Mick Connell, 01332 716702 e-mail mick.connell@derby.gov.uk |
| Background papers: | None |
| List of appendices: | Appendix 1 – Implications Appendix 2 – Summary of Partnership Agreement |

IMPLICATIONS

Financial

- 1.1 The individuals who are to move out of Aston Hall Hospital will be wholly funded by the Health Community, via a budget administered by Greater Derby Primary Care Trust.
- 1.2 A dedicated health support team is being commissioned to provide a high quality, responsive service to the individuals, this too will be funded via health budgets. The partnership agreement will cover the financial arrangements to ensure that the costs are met by the NHS.

Legal

2. There are clear legal implications associated with the proposed new contracts.

A detailed Partnership Agreement, outlining the responsibilities of each of the Partners, has been drawn up by Legal Services. This will serve to both formalise and clarify the responsibilities of each Partner Agency. A summary of the Partnership Agreement is attached (Appendix 2).

Personnel

- 3.1 Care Managers employed by Derby Social Services, funded by Health, have been appointed by Social Services to support the individuals who are to be resettled a part of the Aston Hall Closure programme.
- 3.2 No employees of the Council are affected. Arrangements for NHS staff are covered within the contract.

Corporate Objectives and Priorities for Change

4. This accords with the Council's objective of **protecting and supporting people**.

**Summary of the Partnership Arrangements relating to the
commissioning of care and support services in Derby as part of the
Aston Hall retraction process**

1. Parties

The parties to the Agreement are the Council and Greater Derby Primary Care Trust, ("the Trust").

2. The purpose of the Agreement is to:

- maintain and improve services by establishing high level care and support services to people with learning disabilities moving into their own supported tenancies in Derby from Aston Hall hospital;
- ensure that such services in Derby are planned and provided in an integrated manner;
- establish, maintain and improve services by delegating responsibility for leading the commissioning process to the Council;
- register the partnership arrangement pursuant to Section 31 of the Health Act 1999 by the Secretary of State for Health.

3. The services will be based in specialist supported tenancies to be provided by a private sector housing provider under commissioning arrangements entered into between the Trust, Derbyshire County Council, the Trent Strategic Health Authority and the successful housing provider. The Trust authorises the Council to exercise the Trust's nomination rights under the commissioning arrangements in respect of those tenancies.

4. Duration

The Agreement will initially run for 5 years from the start of the care and support contract with an option to extend both agreement and the contract for 5 years.

5. Governance

The Agreement deals with the matters required to allow the arrangements to be registered by the Department of Health as a Health Act Partnership. This includes arrangements for the parties to establish and maintain a Partnership Board for the Service.

6. The functions of the Board include acting as a forum to enable the Parties to:

- 6.1 detail the care and funding arrangements for the patients at Aston hall hospital who will leave long-term hospital care and move into the community in Derby;
- 6.2 commission an appropriate care and support service to meet the social care needs of the patients in the community;
- 6.3 develop an appropriate specialist health care team to meet the health care needs of the patients in the community;
- 6.4 to advise the Parties and any commissioners of the Services on the development of and strategic planning for the Services

- 6.5 To ensure that the services provided present good value for money and best value;
- 6.6 To ensure that services seek to promote independence and social inclusion for Service Users and their carers.

7. **Membership**

The Partnership Board comprises representatives from the main agencies concerned with the resettlement i.e. the Trust, Derbyshire Mental Health NHS Trust the City Council and Derbyshire County Council together with representatives of Carers and Advocacy organisations. The Executive Chair of the Partnership Board will be the Director of Planning and Commissioning for the Trust. The Assistant Director of Social Services Community Care and the Lead Commissioning Manager will represent the Council and will report in to the Council through the usual constitutional arrangements. Reports will also be provided to the Health Partnership Board in line with other Council Partnership arrangements with Health

- 8. Decisions of the Partnership Board will be taken by majority vote. In the event of a deadlock, no one has a casting vote. Decisions of the Partnership Board that affect a Participant, will only bind that Participant where the Participants representative has had an opportunity to raise concerns about them to the Partnership Board or to the Dispute Resolution Board if this has not resolved matters.

9. **Management**

The Lead Commissioning Manager for the Service will be employed by the Council but will be responsible on a day-to-day basis to the Council and the Trust. That role will include performance management, contract monitoring, quality assurance and development of the service and managing both the Council's budget for the service and the Trust's budget for the service.

10. **Financial Arrangements**

The Council will let a contract for Care and Support services and the Lead Commissioner will make all placements. Initially the Trust will reimburse the costs of the Council on receipt of invoices. Over time the Parties will develop a pooled budget arrangement. The funding will include the full costs of care for each Service User who transfers from Aston Hall and any additional costs incurred if a Service User's needs change and as a result of this they need to move to a different service. The Trust will also pay the care and support costs associated with any voids for a maximum period of 3 months however this will be reduced if the vacancy is filled within that period. Costs allow for an annual increase in care and support costs at the rate of the RPI.

- 11. If the National Care Standards Commission requires the service to register as a care home the Trust will fund any resulting increase in costs and will establish a contingency fund for this purpose.
- 12. The Council will provide central staffing including Care Managers, accommodation and administration for the service and the Trust will make a financial contribution to the Council's costs of doing so.

13. **Pooled Budget Arrangements**

The Council will be the host authority for any pooled budgets arrangements set up pursuant to Section 31 of the Health Act 1999.

14. **Staff**

14.1 At the outset of the Partnership Agreement each of the Parties shall remain responsible for the Staff it then employs.

14.2 If necessary, the Parties will move towards integration of the Staff by transferring staff between the Parties whether by TUPE or by seconding Staff to another of the Parties.

15. **Risk, Insurance and Indemnities**

Each Party will maintain a scheme of insurance with regard to public and employee liability, and property liability that appropriately covers the activities carried out under this Agreement.

16. Each Party fully indemnifies the other in respect of all claims, costs and demands that arise from the performance of their responsibilities under Agreement.

17. Each Party is fully responsible for the terms and conditions of employment of their own employees and will indemnify the other Party with respect to any claim related to an alleged infringement of employment rights by their employees.

18. The Parties will develop a risk-management strategy that is compatible with the principle that risk is shared according to the Parties use of the services provided under the contracts let by the Council or following the establishment of a pooled budget arrangement risk is shared according to the Parties contribution to the pooled budget.

19. **Health Support Team**

The Trust will commission a health support team to provide a high quality responsive service to the service users. This will be funded by the Trust.

20. **Complaints**

The Parties will develop an agreed joint complaints procedure in connection with the Service but recognise the right of Service Users to request and engage in a complaints process that is discrete to each Party.

21. **Data Sharing**

In accordance with the Partnership Agreement Implementation Plan the Parties will develop a joint data sharing protocol relating to past present and future clients; access to data; the processing of data; and the management and retention of records.

22. **Termination of the Partnership Agreement**

22.1 The Trust acknowledges it has a continuing responsibility to fund provision for Service Users moving out of Aston Hall for the rest of their lives.

22.2 On termination of this agreement:

Appendix 2

- responsibility for commissioning care for those Service Users will revert to the Trust;
- the Trust will make compensatory adjustments in terms of the unexpired term of the Care and Support Contract, which are accountable and auditable;
- the parties will use their best endeavours to agree reasonable arrangements for commissioning future services on a partnership basis;
- failing this the Parties will agree arrangements for the transfer and/or reverting of contracts and goods used in common for the provision of the Services taking all reasonable steps to maximise the benefits and minimise the risks to each of them.

