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Norfolk County Council
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Community Services Overview and Scrutiny Panel

Date: **Tuesday 9 July 2013**

Time: **10am**

Venue: **Edwards Room, County Hall, Norwich**

Persons attending the meeting are requested to turn off mobile phones.

Membership

Ms J Brociek-Coulton
Ms C Corlett
Mr D Crawford
Mr E Foss
Mr A Grey
Mrs S Gurney
Mr B Hannah
Mr H Humphrey

Mr J Law
Mr J Mooney
Mrs E Morgan
Mr W Northam
Mr W Richmond
Mr M Smith
Mrs M Somerville
Mrs A Thomas
Mrs C Walker

Non Voting Cabinet Member for Adult Social Services

Ms S Whitaker

Non Voting Cabinet Member for Communities (Adult Education, Libraries, Museums, Customer Services)

Mrs M Wilkinson

Non Voting Cabinet Member for Public Protection

Mr D Roper

**For further details and general enquiries about this Agenda
please contact the Committee Officer:**

Tim Shaw on 01603 222948 or email committees@norfolk.gov.uk

For Public Questions and Local Member Questions please contact:
Committees Team on committees@norfolk.gov.uk or telephone 01603 222948.

A g e n d a

1 To Receive Apologies and Details of any Substitute Members Attending

2 Minutes

To confirm the minutes of the Community Services Overview and Scrutiny Panel held on 11 June 2013

PAGE 5

3 Members to Declare Any Interests

If you have a **Disclosable Pecuniary Interest** in a matter to be considered at the meeting and that interest is on your Register of Interests you must not speak or vote on the matter.

If you have a **Disclosable Pecuniary Interest** in a matter to be considered at the meeting and that interest is not on your Register of Interests you must declare that interest at the meeting and not speak or vote on the matter.

In either case you may remain in the room where the meeting is taking place. If you consider that it would be inappropriate in the circumstances to remain in the room, you may leave the room while the matter is dealt with.

If you do not have a Disclosable Pecuniary Interest you may nevertheless have an **Other Interest** in a matter to be discussed if it affects:

- your well being or financial position
- that of your family or close friends
- that of a club or society in which you have a management role
- that of another public body of which you are a member to a greater extent than others in your ward.

If that is the case then you must declare such an interest but can speak and vote on the matter.

4 To Receive any Items of Business which the Chairman Decides should be Considered as a Matter of Urgency

5 Public Question Time

Fifteen minutes for questions from members of the public of which due notice has been given.

Please note that all questions must be received by the

Committee Team (committees@norfolk.gov.uk or 01603 222948) by **5pm on Thursday, 4 July 2013**. For guidance on submitting public questions, please view the Council Constitution, Appendix 10.

6 Local Member Issues/Member Questions

Fifteen minutes for local members to raise issues of concern of which due notice has been given.

Please note that all questions must be received by the Committee Team (committees@norfolk.gov.uk or 01603 222948) by 5pm on Thursday 4 July 2013.

7	Cabinet Member Feedback		PAGE 17
8	Fuel Poverty in Norfolk- Scrutiny Task and Finish Group	John Perrott	PAGE 19
9	Scope of the Review of Adult Education	Jennifer Holland/Beverley Evans	PAGE 26
10	Warm and Well - Interim Evaluation Report	James Bullion/ Augustine Pereira	PAGE 32
11	Supporting People Programme Review	Mick Sanders	PAGE 40
12	Community Services Performance and Risk Monitoring Report	Colin Sewell/ Stephen Andreasson	PAGE 46
13	Remodelling of Care(ROC); Independence Matters; Contractual Arrangements for a Jointly Owned Social Enterprise	James Bullion	PAGE 78
14	Mental Health Services-Review of Report on Section 75 Agreement with Norfolk and Suffolk Foundation Trust	Clive Rennie	PAGE163
15	Forward Work Programme: Scrutiny	Jill Blake	PAGE 168

Group Meetings

Conservative	9 am	Colman Room
UKIP	9 am	Room 532
Labour	9 am	Room 504
Liberal Democrats	9 am	Room 505

Chris Walton
Head of Democratic Services
County Hall
Martineau Lane
Norwich NR1 2DH

Date Agenda Published: 1 July 2013



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Community Services Overview and Scrutiny Panel

Minutes of the Meeting

Date: Tuesday 11 June 2013
Time: 10am
Venue: Edwards Room, County Hall, Norwich

Present:

Mrs S Gurney (Chairman, elected at meeting)	Mr J Law
Ms C Corlett	Mrs E Morgan
Mr D Crawford	Mr W Northam
Mr E Foss	Mr W Richmond
Mr A Grey	Mr M Smith
Mr B Hannah	Mrs M Somerville
Mr H Humphrey	Mrs A Thomas

Substitute Members Present:

Mr D Collis for Mrs C Walker
Mr R Smith for Mr J Mooney

Also Present:

Ms S Whitaker, Non-Voting Cabinet Member for Adult Social Services
Mr D Roper, Non-Voting Cabinet Member for Public Protection

Officers/Others Present:

Harold Bodmer, Director of Community Services
Janice Dane, Finance Business Partner and Transformation Manager, Community Services (Adult Social Care)
James Bullion, Assistant Director of Community Services, Prevention (Adult Social Care)
Jennifer Holland, Assistant Director of Community Services, Head of Libraries and Information
John Perrott, Business and Development Manager, Community Services (Adult Social Care)
Jill Blake, Business Support Manager, Community Services (Adult Social Care)
Catherine Underwood, Director of Integrated Commissioning (Adult Social Care)
Tim O'Mullane, Head of Social Care, Norwich, Community Services (Adult Social Care)
Ann Baker (Care Co-ordinator)

Maureen Orr (Health Scrutiny Support Manager)
Karen Haywood (Scrutiny Support Manager)
Andrew Wiltshire (Conservative Political Assistant)
Caroline Wilson (Interim Lead HR & OD Business Partner)
Sera Hall (Head of Integrated Commissioning (Central))
Jon Shalom (Community Safety Co-ordinator)
Neil Ricketts (Welfare Rights Manager)
Richard Bearman (Leader of the Green Group)
Brian Horner (Chief Executive of Voluntary Norfolk)

1 Election of Chairman

It was moved by Mr H Humphrey, seconded by Mrs E Morgan, that Mrs S Gurney be elected Chairman of the Panel for the ensuing year.

It was then moved by Mr Collis, seconded by Mr E Foss, that Ms E Corlett be elected Chairman for the ensuing year.

On being put to the vote, it was **RESOLVED-**
That Mrs S Gurney be elected Chairman of the Panel for the ensuing year, there being 10 votes in favour of Mrs Gurney and 3 votes in favour of Ms Corlett.

(Mrs S Gurney in the Chair)

2 Election of Vice-Chairman

It was moved by Mr B Hannah, seconded by Mr R Smith, that Mr E Foss be elected Vice-Chairman of the Panel for the ensuing year.

RESOLVED-
That Mr E Foss be elected Vice-Chairman of the Panel for the ensuing year.

3 (a) Apologies for Absence and (b) Change in the Order of Business on the Agenda

Apologies for absence were received from Mrs J Brociek-Coulton, Mr J Mooney, Mrs C Walker and Mrs M Wilkinson (Cabinet Member for Communities).

The Panel agreed to delay consideration of Item 10 on the Norfolk County Community Safety Partnership Scrutiny Sub-Panel until Mr D Roper, Cabinet Member for Public Protection (Public Health, Trading Standards, Fire and Rescue), whom had a prior commitment outside of County Hall, could be present in the meeting. This item was considered in the meeting after the item on Fuel Poverty in Norfolk but has been included in these minutes at minute 10 for ease of reference with the agenda papers.

4 Minutes

The minutes of the previous meeting held on 5 March 2013 were confirmed by the Panel and signed by the Chairman.

5 Declarations of Interest

Mrs S Gurney declared an “Other Interest” in that her son was employed by Norse Commercial Services.

Ms S Whitaker declared an “Other Interest” in that she is a Trustee of Future Projects which has received financial assistance from the County Council under the Living Well in the Community Scheme.

6 Items of Urgent Business

There were no items of urgent business.

7 Public Question Time

There were no public questions.

8 Local Member Issues/Member Questions

The Panel received a local member question from Miss A Kemp. The question together with the answer was circulated to members at the start of the meeting.

9 Cabinet Member Feedback

The Panel noted the annexed report that gave feedback on various issues that had been referred to Cabinet.

Members asked for a timetable as to when they could expect to receive reports that responded to the recommendations of the Remodelling of Care Working Group.

Members welcomed Ms S Whitaker, the new Cabinet Member for Adult Social Services, who said that she would be in a position to report on issues considered at Cabinet in time for the July meeting of the Panel.

10. Norfolk County Community Safety Partnership Scrutiny Sub-Panel

The annexed report by the Director of Community Services was received. The Panel was asked to appoint three Members (politically balanced) to sit on the Scrutiny Sub-Panel.

The Panel agreed to appoint three Members (politically balanced) to sit on the Community Safety Partnership Scrutiny Sub-Panel for the following year as follows:

Mrs A Thomas (Conservative)

Mr M Smith (UKIP)

One other Member, with notification to be obtained after the meeting (Labour nominee).

11 Update on Self-Directed Support (SDS)

The annexed report by the Director of Community Services was received.

The Panel received a report that provided an update on the Department's progress in rolling out Self-Directed Support (SDS).

In reply to questions, it was pointed out that Norfolk was one of the top performing Authorities in the country in terms of the number of people in receipt of Personal Budgets. The current priorities for the Service included placing more carers on Personal Budgets and finding new ways to speed up the process and deal with blockages and delays in the system. The Department remained confident that it would achieve the target of 70% of eligible service users/carers having a Personal Budget by December 2013. It was estimated that at April 2013, 52.2% of service users/carers had a personal budget and that every month there were an additional 200 people in receipt of a Personal Budget.

The Panel asked to be informed as to the percentage increase in the number of service users receiving a Personal Budget between April 2013 and the present day.

The Panel also wanted to receive information to show how many people currently used the service provided by Equal Lives (which started on 1 June 2013), and how and when it was expected to achieve a position in which 60% of Personal Budget holders used its service to develop their own support plans rather than asking the County Council or another organisation to do this on their behalf.

The Panel noted the report and asked that the SDS Steering Group and Community Services Performance Board continue to monitor progress.

12 Living Well in the Community Fund

The annexed report by the Director of Community Services was received.

The Panel received a report that described the purpose and process of the Living Well in the Community Fund. With the grant fully allocated, the report provided a summary of the awards which had been made and how the project outcomes would be monitored over the coming year.

In the course of discussion, the following key points were made:

- Members asked to be given details after the meeting about the purpose of the Workforce Forward Grants which were mentioned at paragraph 4.4 of the report.
- Members also asked for details of the criteria used to assess organisations suitable to receive one-off awards of funding from the Living Well in the Community Fund.
- It was noted that the funding to the Norwich Clinical Commissioning Group for physical activities for weight management and weight loss delivered through Slimmers World Groups was for additional activity over and above what the CCG could be expected to provide. Further details about this project would be made available to Members outside of the meeting
- It was noted that the Living Well in the Community Fund was now closed to applications.

- Mr Hannah asked for an opportunity to go over projects supported by the Living Well in the Community Fund with officers after the meeting.

The Panel noted the report and asked to be given an opportunity to evaluate the outcomes of the projects so that the County Council knew what worked well and what made a difference to those who benefited from the projects.

13 Community Services Finance Monitoring Report for 2012/13

The annexed report by the Director of Community Services was received.

The report showed that at the end of the financial year the revenue outturn (or year end position) for 2012-13 was a balanced budget.

In the course of discussion the following key points were made:

- Adult Social Care and Cultural Services had both delivered balanced budgets for 2012/13. Community Safety, which was reported as part of Adult Social Care, had delivered a small under-spend.
- The Panel noted that the County Council had received written agreement for the transfer to Circle Anglia of money held on behalf of Health for a number of years, following the resettlement of clients from Little Plumstead Hospital.
- During 2012/13 there had been a slight reversal in the year on year increase in Older Peoples' contributions towards the cost of care. This was attributed to the current economic climate.
- The slight underachievement in Older Peoples' contributions had, however, been offset by an overachievement in income from the NHS for Continuing Health Care. The Department was keeping under review how much of this income was recurrent and would revise the budget for future years as appropriate.
- In reply to questions, it was pointed out that income reserves held for Adult Social Care had not been used in 2012/13 but this situation could change in the current year because of continuing pressures on purchase of care expenditure budgets and limited opportunities for further sources of income generation. The pressures on the budget would be subject to review and regularly reported to the Panel.

The Panel noted the report.

14 Fuel Poverty in Norfolk

The annexed report by the Director of Community Services was received.

The Panel received a report that focused on Income Deprivation, Fuel Poverty and Welfare Reform in Norfolk.

The Panel was of the opinion that the report provided a springboard for how the County Council could play a vital role in supporting fuel poverty groups around the county, e.g. Norfolk's Warm and Well Fund. This was seen as being of particular relevance to those living in isolated rural areas.

Members considered it important to examine fuel poverty within the context of income

deprivation, rural isolation and the impact of welfare reform and for this to be done by setting up a Working Group to look at the issues in detail and report back to the Panel.

It was agreed that the Panel should set up a Working Group on Fuel Poverty and that the terms of reference and membership of this Group should be considered at the next Party Spokespersons meeting before being reported back to the Panel for approval.

15 Update on The Voluntary Sector and the Impact of Budget Reductions

The annexed report by the Director of Community Services was received.

The Panel received a report that provided an update on the impact of budget reductions on the voluntary sector.

It was noted that while voluntary organisations across the county had risen to the challenge of becoming more self sustainable, working together to provide a wide range of support to vulnerable people, they were having to draw on ever decreasing reserves, and 2013/14 would be a crucial year in this regard. It was also pointed out that as services moved from block contracts to individual purchasing arrangements there was a danger that they could see reductions in matched funding. The Strong and Well initiative that would be delivered through voluntary and community sector organisations across the county in the coming years was welcomed by Members.

The Panel noted the report and Members were grateful to Brian Horner (Chief Executive of Voluntary Norfolk) for attending the meeting for this item.

16 Building A Better Future-Update

The annexed report by the Director of Community Services was received.

The Panel received a report that updated Members on Building A Better Future (BBF), the Council's strategy for delivering the residential and housing with care places that Norfolk needed over the coming years.

In the course of discussion the following key points were made:

- Positive progress had been made though the transfer of the Council's residential and housing with care services to Norse Care in April 2011.
- Regular progress reports continued to be provided to the Liaison Board.
- Approximately 13% of the care market in Norfolk was currently provided by Norse Care.
- In reply to questions, the Director drew Members attention to the fact that the BBF plan had been developed at a time when the Housing and Communities Agency was able to contribute to the capital costs required for housing with care. The challenges of the current economic climate meant that this was no longer the case and that there were fewer opportunities for securing funding for capital schemes.
- Norse Care was supporting 28 apprenticeships places in care and administration in the company for young people from 18 to 24 years of age. Those on these apprenticeships received approximately £11,000 pa. Norse Care had also taken on a graduate trainee. At the end of their apprenticeships

Norse Care intended to offer positions with the company to as many of these young people as possible.

- Following consultation, Norse Care would be providing a new dementia care home in Great Yarmouth with places for 88 people reflecting the need for modernised provision. The new service was expected to be operational from mid 2014.
- The Panel noted that the first transformation projects had been achieved and that several more were in the planning stage.
- Members asked to be sent more updated information about the needs assessment from 2008 that could be found at Appendix A to the report.

17 Forward Work Programme : Scrutiny

The annexed report by the Director of Community Services was received.

The Panel received a report that asked Members to develop a scrutiny forward programme for 2013-14.

It was noted that the Panel was due to receive its annual end of year report on the work of the Adult Education Service at the July 2013 meeting. A further report on how the financial pressures on the Adult Education Service could be addressed would be presented to the Panel in September 2013.

It was agreed to adopt the draft working protocol with Healthwatch Norfolk that was set out in Appendix A to the report and to ask the Party Spokespersons to prepare a draft forward work programme for consideration at the Panel's July 2013 meeting.

The meeting concluded at 12.45 pm .

Chairman



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Response to Member request for further information on Self Directed Support at June Overview and Scrutiny Panel meeting.

The Panel asked to be informed as to the percentage increase in the number of service users receiving a Personal Budget between April 2013 and the present day.

There has been a 2.55% increase.

The Panel also wanted to receive information to show how many people currently used the service provided by Equal Lives (which started on 1 June 2013), and how and when it was expected to achieve a position in which 60% of Personal Budget holders used its service to develop their own support plans rather than asking the County Council or another organisation to do this on their behalf.

2853 adults are currently using the service provided by Equal Lives. This number includes people who were previously receiving a service from Equal Lives (commissioned by NCC) and whose service has continued/carried forward.

It is not expected that all of the 60% of people who will be undertaking their own support plans will be seeking Equal Lives, other organisations or the County Council to do this on their behalf. Many people will be able to carry out support planning themselves or with support from their carer, family or friends. Also people will be able to access help online and on the NCC website.

It will take some time to reach this position but we would certainly hope that by April 2014, once all new services have been introduced and are running at full capacity that this figure will be achieved.

Timetable of future reports corresponding to RoC recommendations.

Recommendation	Who	When	Notes
1		tba	
2	Janice Dane		Standing item
3	James Bullion	July 2013	Action completed The Integrated Business Plan has been replaced by an Enterprise Development Plan which will be considered by members of the O&S Panel on 9 July. The Full Business Case is also available to members should they wish to read it.
4	Tim O'Mullane	June 2013	Report brought to June 2013 meeting. Also to be included in

	target of 70%.			future monitoring reports (standing item on agenda)
5	We recommend that the Panel should, when reviewing the completed Integrated Business Plan (IBP), seek to ensure that the requirement to work with the third sector and development of local partnership arrangements for a range of complementary services is included.		July 2013	Included in report relating to rec. 3
6	We recommend that the Panel should request a report from the Director for Adult Social Services to a future meeting of the Panel which sets out options for extending the Norfolk Industries business model to other community hubs.	Steve Holland	Early 2014	
7	We recommend that the Panel should, when reviewing the completed IBP, seek to ensure that staff and Union views have been clearly reported and taken into consideration, and any relevant risks and mitigating action highlighted.		July 2013	Included in report relating to rec. 3
8	We recommend that the Panel should request a report from the Director of Community Services to a future meeting of the Panel which outlines how changes are being communicated and how continuity of care during the transformation to a social enterprise will be monitored.	Jane Walsh / James Bullion	Sept 2013	
9	We recommend that the Panel should request a report from the Director of Community Services to a future meeting of the Panel which provides an update on how the carer support agenda is progressing.	Catherine Underwood	tba	
10	We recommend that the Panel should request an update within a Member Briefing to outline progress with the establishment of LHAG's.	Matthew Hodder/ Gita Prasad	Sept?	
11	We recommend that the Panel should, when reviewing the completed IBP, request an update on the property strategy for	Steve Holland	Early 2014	

	community hubs and how it is being developed.			
12	We recommend that the Panel should, when reviewing the completed IBP, seek to ensure that the outcome of the review of Stepping Out (a single mental health care home providing respite care in Great Yarmouth, now being managed by PCSS) is included.		July 2013	Included in report relating to rec. 3
Community Transport				
13	We recommend that the Panel should request an update from the Director of Community Services to a future meeting of the Panel which outlines progress towards achieving the savings targets for community transport, as part of the usual reporting arrangements for Big Conversation savings.	Niki Park	Sept 2013	Recs 13 & 14 will be addressed in one report.
14	We recommend that the Panel should request an update from the Director of Community Services to a future meeting of the Panel which explains the adequacy of community transport arrangements in supporting the changing pattern of care.	Niki Park	Sept 2013	See above
Community Meals				
15	We recommend that the Panel should request a report from the Director of Community Services to a future meeting of the Panel that provides an update on the ongoing work to introduce a non-subsidised community meals service and sets out how the Council is supporting community dining opportunities.	Vanessa Dobson / Lorna Bright	2014 (date tbc)	Work in progress. More useful info will be available later.
Community Equipment				
16	We recommend that the Panel should request a report from the Director of Community Services to a future meeting of the Panel that provides an update on the implementation of the Integrated Community Equipment Service (ICES) contract and progress on the retail model of Assistive Technology.	Ann Clancy / Steve Holland	ICES-Nov 2013 AT-	These will come as two separate reports.

	Sensory Support Unit			
17	We recommend that the Panel should request a report from the Director of Community Services to a future meeting of the Panel that sets out the results of the Sensory Support Unit (SSU) audit review, and in particular how changes to the service and partnership working has impacted on residents with sensory support needs.	Paul Bowerbank	tba	

Report to the Community Services Overview and Scrutiny Panel

9 July 2013

Item No 7

Cabinet Member Feedback

Report by the Cabinet Members for Community Services

Summary This report gives feedback to the Panel from Cabinet regarding Cabinet Members comments:

Adult Care

10 June 2013-The Cabinet Member for Adult Social Services confirmed that she was pleased that the budget for Adult Social Services was balanced but noted concerns that not all original planned savings had been met and instead some alternate savings had been found. The department was demand led and spending would always be an issue, but it was worrying that one-off money had had to be used. In addition, she added that the overall satisfaction rate from service users was up from 61% to 69%; this was positive but improving this rate would be a priority as it was essential that all service users were satisfied.

Cultural Services

Nothing to report

Community Safety

Nothing to report

Report of Cabinet Decisions

Report

Date

Considered by
Panel

Date

Considered by
Cabinet

Cabinet
Feedback

Cabinet resolved that:

Reason for decision:

Action Required

Report

Date

Considered by
Panel

Date

Considered by
Cabinet

Cabinet
Feedback

Cabinet resolved that:

Reason for decision:

Action Required



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Fuel poverty in Norfolk – scrutiny task and finish group

Report by the Scrutiny Support Manager (Health)

Summary

This report asks the Panel to consider terms of reference for a scrutiny task and finish group on 'Fuel poverty in Norfolk' in the context of heating people's homes.

Action Required

The Overview and Scrutiny Panel is asked to:

- 1) Approve or amend the draft terms of reference (attached at Appendix A).
- 2) Nominate Members to the task and finish group.

1 Background

- 1.1 At its last meeting on 11 June 2013, Community Services Overview and Scrutiny Panel received a report on Fuel Poverty in Norfolk, which provided background information with statistics on deprivation and fuel poverty in Norfolk along with an analysis of the effects of welfare reform. The link below will take you to the report on the County Council's website (11/06/13 agenda, item 14, page 62):-

http://www.norfolk.gov.uk/Council_and_democracy/Your_Council/Committees/DisplayResultsSection/Papers/index.htm?Committee=Community_Services_Overview_and_Scrutiny_Panel

- 1.2 The report covered the ways in which Norfolk County Council is working to help people with income maximisation, debt and fuel poverty. It also highlighted that:-
- New figures released by the Department for Energy and Climate Change show a rise in fuel poverty in Norfolk of just under 10,000 households, making a total of 61,143 households in total.
 - Norfolk suffers from the greatest level of fuel poverty in East Anglia with the greatest effect being felt in rural Norfolk, particularly in coastal areas
 - In Norfolk, the highest levels of fuel poverty are found in North Norfolk, where 22% of all households are in fuel poverty.
 - Fuel poverty is often higher in rural areas due to older housing stock that is often detached, poor standards of insulation and no connection to mains gas supplies, thereby creating a reliance on more expensive forms of fuel.
- 1.3 The Panel decided it was important that Members examine fuel poverty within the context of income deprivation, rural isolation and the impact of welfare reform and that this could be done by setting up a working group to look at the issues in detail and report back to the Panel.

1.4 A working group of Cabinet Scrutiny Committee is currently examining Rural Isolation in Norfolk focusing on:-

- What Norfolk County Council is doing to alleviate rural isolation in the County
- What steps Norfolk County Council can take to further alleviate rural isolation in the County

'Rising fuel costs' is one of the issues in the Rural Isolation Working Group's terms of reference but in light of this Panel's decision to examine fuel poverty in the context of heating people's homes the Rural Isolation Working Group would focus on the impact of the rising costs of road transport fuel rather than on heating fuel. Officers in the Scrutiny Support Team can liaise to ensure that any relevant information is shared and that there is no duplication in the work of the two scrutiny Groups.

The Members of the Rural Isolation Working Group are:-

Cllr Marie Strong
Cllr Alexandra Kemp
Cllr Mark Kiddle-Morris
Cllr Colleen Walker
Cllr William Richmond

2 Terms of reference for a scrutiny task and finish group

2.1 Scrutiny working groups tend to be most productive when:-

- They have clearly defined terms of reference.
- They are established on a 'task and finish' basis with a designated time period or number of meetings in which to complete the task.
- The task is focused and manageable within the time period allocated.

2.2 Draft terms of reference for a Fuel Poverty in Norfolk Scrutiny Task and Finish Group are attached at Appendix A. Party Spokespersons and Scrutiny Leads helped to shape these terms of reference during discussions at their meeting on 20 June 2013.

Notification about the National Energy Action Conference 2013 'Fuel Poverty: Commitments, Connections and Communities - Informing a new Fuel Poverty Strategy' was received at a later stage. The draft terms of reference at Appendix A suggest that the Chairman or one other Member of the Group attends the conference because it could provide valuable background information and ideas for the Task and Finish Group. The conference will cover:-

- the Government's anticipated announcement of a new definition of fuel poverty
- the progress of the Green Deal and Energy Company Obligation
- a new Fuel Poverty Strategy, the consultation for which is expected around the time of Conference.

It will focus on the commitment to tackling fuel poverty in the context of general poverty alleviation, welfare reform and energy justice and on how tackling fuel poverty can deliver on other Government targets to address health inequalities and climate change and support economic growth. The conference aims to make connections between national policy and delivery at a local level and examine what more needs to be done to eradicate fuel poverty in communities across the UK.

2.3 The draft terms of reference are presented to the Panel for approval or amendment.

3 Resource Implications

3.1 Member resources:-

It is proposed Task and Finish Group consists of seven County Councillors and holds panel style meetings with witnesses. It is estimated that the work could be completed in six meetings.

It is proposed that one member of the Task and Finish Group attends the National Energy Action Conference 2013. The cost would be £358.33 plus VAT, plus accommodation and travelling expenses.

Officer resources:-

The Task and Finish Group would be supported by the Scrutiny Support Manager (Health) and a Committee Officer. The Group would call on the time of Community Services and other service department managers to provide information and attend panel-style meetings.

All the costs of the Task and Finish Group can be met from within existing Democratic Services, Community Services and other service department budgets.

4 Section 17 – Crime and Disorder Act

4.1 The Task and Finish Group will consider any crime and disorder implications that arise from its recommendations.

5. Equality Impact Assessment

5.1 The Task and Finish Group will consider the impact that its recommendations might have on equality of access or outcomes for diverse groups.

6. Other Implications

6.1 Officers have considered all the implications which Members should be aware of. Apart from those listed above, there are no other implications to take into account.

7. Action Required

7.1 The Overview and Scrutiny Panel is asked to:

- (a) Approve or amend the draft terms of reference (attached at Appendix A).
- (b) Nominate Members to the task and finish group.

Background Papers

Community Services Overview and Scrutiny Panel 11 June 2013

Officer Contact

If you have any questions about matters contained in this paper please get in touch with:

Maureen Orr

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maureen.orr@norfolk.gov.uk



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APPENDIX A

DRAFT Terms of Reference

Norfolk County Council
Community Services Overview and Scrutiny Panel
Terms of reference for scrutiny of Fuel Poverty in Norfolk
Scrutiny by Task and finish group
Membership of task and finish group 7 County Councillors (no requirement for the membership to be in line with the political balance of Norfolk County Council) Healthwatch Norfolk to be invited to nominate a co-opted member The Chairman of the Fuel Poverty in Norfolk Scrutiny Task and Finish Group to be a Member of Community Services Overview and Scrutiny Panel
Reasons for scrutiny It was reported to Community Services Overview and Scrutiny Panel on 11 June 2013 that:- <ul style="list-style-type: none">• New figures released by the Department for Energy and Climate Change show a rise in fuel poverty in Norfolk of just under 10,000 households, making a total of 61,143 households in total.• Norfolk suffers from the greatest level of fuel poverty in East Anglia with the greatest effect being felt in rural Norfolk, particularly in coastal areas• In Norfolk, the highest levels of fuel poverty are found in North Norfolk, where 22% of all households are in fuel poverty.• Fuel poverty is often higher in rural areas due to older housing stock that is often detached, poor standards of insulation and no connection to mains gas supplies, thereby creating a reliance on more expensive forms of fuel. The Panel considered it important to examine fuel poverty within the context of income deprivation, rural isolation and the impact of welfare reform
Purpose and objectives of study The Task and Finish Group will examine fuel poverty in Norfolk in the context of heating people's homes. Its objectives will be:- <ul style="list-style-type: none">• To examine the reasons why Norfolk has the highest level of fuel poverty in East

<p>Anglia.</p> <ul style="list-style-type: none"> • To examine services currently working to alleviate fuel poverty • To examine what more could be done by the County Council and other organisations or agencies to alleviate fuel poverty
<p>Issues and questions to be addressed</p> <ul style="list-style-type: none"> • How can the costs of commodities, such as oil and other heating fuel, be limited? • How can the County Council or other agencies assist communities to bulk buy commodities and provide them with the right information to make more economic choices? • How well does the County Council support fuel poverty groups around the county, e.g. Norfolk's Warm and Well Fund. • How well does the County Council ensure that operational staff are trained to identify fuel poverty and raise awareness of local initiatives with regard to available help? • How successful is Norfolk County Council at identifying and referring service user or Norfolk residents in or at risk of fuel poverty to appropriate agencies? <p>The Task & Finish Group will consider the equality impact and the crime and disorder implications of any recommendations that it makes.</p>
<p>People to speak to</p> <ul style="list-style-type: none"> • Heating fuel suppliers (oil and gas) • Norfolk Community Council and Age UK fund • Fuel poverty groups from around the county • Norfolk Rural Community Council • Housing associations • District councils • Community Services and other County Council managers / commissioners (e.g Visiting Financial Officers, Welfare Rights Unit, Specialist Contract Group).
<p>Other sources of information</p> <p>The National Energy Action Conference, Harrogate, 16 – 18 September 2013. The Chairman of the Scrutiny Task & Finish Group, or 1 other member, to attend.</p>
<p>Style and approach</p> <p>Panel-style meetings with witnesses</p>
<p>Planned outcomes</p> <p>A report to Community Services Overview and Scrutiny Panel with the Task and Finish Group's findings on the reasons for high levels of fuel poverty in Norfolk and recommendations on anything more that the County Council or other agencies can do to address the problem.</p>

Deadlines and timetable

The scrutiny task and finish group will report back to Community Services Overview and Scrutiny Panel by 7 January 2014.

The detailed timetable of work to be agreed at the first meeting of the task and finish group, based on interviewing two sets of witnesses at each of its meetings.

Terms of reference agreed by

Date

Community Services Overview and Scrutiny Panel

9 July 2013

Scope of the review of Adult Education

A report by the Director of Community Services

Summary

This report provides a brief overview of the Adult Education Service and outlines the points that will be considered as part of the review of the service.

The Service is funded from Central Government grants and brings over £5.5m of external funding into the county which is used to support skills and community development.

The service is inspected by Ofsted and was rated as good with some outstanding features at its last inspection in January 2012.

The Leader of the Council has asked for a review of the service. This will include considering:

- the contribution of the service to the skills agenda for Norfolk
- Current funding arrangements from the Skills Funding Agency and the Education Funding Agency, and any additional costs met by the council
- Current performance of the service
- Management and overhead costs of the current service
- Options for delivery of the service, including an update on the discussions we have been having with the FE colleges and the Skills Funding Agency
- Property issues including Wensum Lodge

It is proposed that the Cabinet Member for Communities is the sponsor for the review and that an interim report be brought to a future meeting of this Overview and Scrutiny Panel with options for further review or delivery.

Action Required

Members are asked to note the overview of the Adult Education Service and to comment on the proposed brief and process for the review of the Service.

1 Introduction

- 1.1 This report provides a brief overview of the Adult Education Service and outlines the points that will be considered as part of the review of the service.

2 Background

- 2.1 The Adult Education Service is funded from Central Government grants via the Department for Business, Innovation and Skills (BIS) which delivers the grant through the Skills Funding Agency (SFA) and the Department of Education which delivers grants through the Education Funding Agency (EFA).
- 2.2 The Service is charged by NCC for central services and for accommodation and related utility costs
- 2.3 The Service therefore brings into the County over £5.5m of external funding which can be used to deliver NCC goals and which supports skills development and

community development in Norfolk. Tuition fees of around £1m also contribute to the running costs of the service.

- 2.4 In a report to the Community Services Overview and Scrutiny Panel in March 2012 it was noted that 'the service already focuses well on the needs of the local economy but that it needs to continue to focus very sharply on this to ensure that Government funding is used to offer skills training that gets people in to work in the best interests of the Norfolk economy'.
- 2.5 In the past 2 years, the Service had begun to sub contract provision from other training providers making it better able to respond to the needs of the Norfolk economy as they change over time.
- 2.6 In 2012/13 provision worth £0.880m was sub contracted in the areas of adult skills, young people's vocational training, sport and physical activity.
- 2.7 The Service offers a wide range of day-time and evening provision for adults and some young people. Provision includes apprenticeships and other vocational courses, basic English, including English for speakers of other languages (ESOL) and maths, family learning, and community learning for leisure and pleasure.
- 2.8 The service operates from about 300 venues across the county but a large proportion of its teaching takes place in key centres at Wensum Lodge in Norwich and it has a teaching centre in Attleborough.
- 2.9 Last year about 15,000 people accessed the service which is provided by a staff team of about 800, most of who are part time sessional tutors. There are approximately 100 FTE staff on the permanent payroll.
- 2.10 **Funding**
- 2.10.1 The 2012/13 outturn is attached at Appendix 1.
- 2.10.2 SFA funding for the academic year August 2013 to July 2014 is £4,778,703. This funds adult skills and qualifications, Community Learning or leisure courses and post 19 apprenticeships.
- 2.10.3 EFA funding for the 2013/14 academic year is £751,630. This funds 16 to 18 learning, mainly for young people not in education, employment or training and 16 to 18 apprenticeships.
- 2.10.4 In the 2012/13 academic year the service was required to return £0.7m mid year in to the SFA because of low take up of some courses in Norfolk. The service cancelled a number of courses and is in the process of finalising redundancies as a consequence.
- 2.10.5 The service contributes £0.259m to the Council by Adult Education for the cost of support services.
- 2.11 **Performance**
- 2.11.1 The service is inspected by Ofsted and was rated as good with some outstanding features at its last inspection in January 2012. The Ofsted report compares favourably with the performance of FE colleges in the county. The SFA measure performance in terms of success rates where the Norfolk service compares well with the colleges and with national averages.

3 Review of the Adult Education Service

- 3.1 There has been much speculation about the future of the Service and about its continuation at its main site in Norwich, Wensum Lodge, following an NCC feasibility study on the use of the site and discussions between officers and the four Norfolk further education colleges about joint working.
- 3.2 The Leader of the Council has asked for a review of the service. The brief includes reviewing:
- a. The contribution of the service to the skills agenda for Norfolk
 - b. Current funding arrangements from the Skills Funding Agency and the Education Funding Agency, and any additional costs met by the council.
 - c. Current performance of the service.
 - d. Management and overhead costs of the current service.
 - e. Options for delivery of the service, including an update on the discussions we have been having with the FE colleges and the Skills Funding Agency
 - f. Property issues including Wensum Lodge.
- 3.3 It is proposed that the Cabinet Member for Communities is the sponsor for the review and that an interim report be brought to a future meeting of this Overview and Scrutiny Panel with options for further review or delivery. Subject to Members' views at that stage, there would be consultation if that is appropriate.

4 Conclusion

- 4.1 The brief overview illustrates the breadth and scale of the service, and the scope of the review that will be carried out.

5 Resource Implications

- 5.1 There are no resource implications in carrying out the review.

6 Equality Impact Assessment (EqIA)

- 6.1 The review will consider any equality issues, and impact assessments would be carried out prior to any changes to provision being implemented.

7 Any other implications

- 7.1 Officers have considered all the implications which members should be aware of. Apart from those listed in the report (above), there are no other implications to take into account.

8 Section 17 – Crime and Disorder Act

- 8.1 There are no implications on the Act in carrying out the review

9 Action Required

- 9.1 Members are asked to note the overview of the Adult Education Service and to comment on the proposed brief and process for the review of the Service.

Background Papers

Community Services Overview and Scrutiny Panel - 11 January 2011.
Service and Financial Planning 2011-2014.
Ofsted Report January 2012

Officer Contacts

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Revenue

The table below shows outturn for 2012/13 financial year with income broken down between the major funding streams. The service revenue out-turn for 2012/13 is an under spend of £0.347m and this includes technical adjustments relating to capital charges.

Adult Education Revenue Outturn	£000
Skills Funding Agency Funding	(4,485)
Education Funding Agency	(1,219)
Other Grants	(44)
Tuition Fees	(1,026)
Internal recharges	(343)
Reserves	(1,775)
Other income	(115)
Total Income	(9,007)
Expenditure	8,660
Outturn () is an underspend	(347)

Return of Unused Grant in 2012/13 Financial Year

The table below shows amounts of unused grant returned in 2012/13 broken down by academic year and by funder which has been taken into account in the revenue budget outturn.

Funds Returned	£000
11/12 Academic year - Skills Funding Agency	1,165
12/13 Academic year – Skills funding Agency	423
	1,588

Budget Savings 12/13 Financial Year

The table below shows the savings included in the 2012/13 approved budget and which were achieved in the financial year.

Savings	£000
C9 Reduced staffing in the Adult Education Service	15
Additional costs absorbed through management of overheads	4
Total	19

Reserves

The reduction in reserves shows amounts transferred to revenue to fund the return of unused grant for 2011/12 and 2012/13 in year grant reduction as well as in year project transfers.

	Actual Balance at 1st April 2012 £000	In Year Changes £000	Actual at 31st March 2013 £000
Information Technology	9	(9)	0
Income Reserve	380	(363)	17
Unspent Grants And Contributions Reserve	1,178	(1,089)	89
Total	1,567	(1,461)	106

Provisions

The Adult Education balance sheet includes a provision of £0.371m for the 2013/14 financial year relating to the 2012/13 academic year budget.

Warm and Well-Interim Evaluation Report

Report by the Director of Community Services

Summary

The Warm and Well service has been provided successfully to many individuals in Norfolk, targeted as in need of help to keep their home warm during the winter.

However, a significant number of individuals targeted for the Warm and Well intervention may not have had a particular need for the service. People without heating or financial difficulties should not be receiving the service. The figures suggest more precise targeting is required in future so that money reaches those in real need of help.

Advanced planning is required for this type of time sensitive programme to avoid logistical problems during bad weather and allow for 'prevention rather than cure' of problems

A complete report with full conclusions and recommendations will be completed once all post-intervention and budget data has been received and analysed. Delivery figures are also required from all participating organisations so this information can be included in the final report.

Action required

Panel members are asked to note the contents of this report.

1 Background

- 1.1 The Warm and Well service has been provided successfully to many individuals in Norfolk, targeted as in need of help to keep their home warm during the winter. It has taken place for the second year running in Norfolk, led by the Council's Public Health team. The service is funded through DCLG grants and represents a major partnership between the County Council, the Districts, Public Health and Voluntary Sector parties.
- 1.2 A significant number of individuals targeted for the Warm and Well intervention may not have had a particular need for the service. People without heating or financial difficulties should not be receiving the service. The figures suggest more precise targeting is required in future so that money reaches those in real need of help.
- 1.3 This report presents the preliminary results of the Warm and Well surveys and focus groups conducted so far. Post-intervention data is still being collected. The final evaluation will report on the following:
 - a. Training of staff delivering the service
 - b. Pre-intervention survey of recipients
 - c. Post-intervention survey of recipients
 - d. Focus groups (delivery and training)
 - e. Budget of the scheme

2 Pre intervention survey

2.1 423 members of the public completed the survey

2.2 Missing information for each question on the survey varies from 2.6%, for living status, to 41%, for the name of the delivering organisation

2.3 Unfortunately, the response rate cannot be determined without delivery numbers from all organisations delivering the service

2.4 Pre intervention survey demographics

2.4.1 Approximately 50% of respondents reported their age as 70 years or more. This demonstrates successful targeting of older age groups (as specified in the service specification), but while also including younger individuals who may also benefit from the service.

Age band	Number	%
16-19	6	1.4
20-29	30	7.1
30-39	44	10.4
40-49	48	11.3
50-59	45	10.6
60-69	41	9.7
70-79	72	17.0
80-89	84	19.9
90-99	32	7.6
100 or more	2	0.5
Missing	19	4.5
Total	423	100.0

2.4.2 44.2% of respondents were from King's Lynn and West Norfolk which is an area with significant areas of deprivation within it and thus in particular local need for intervention. However, without delivery figures it is not possible to determine if this 44% is a true representation for the whole service. It is possible that the organisations delivering the intervention in King's Lynn were more active than others in encouraging completion of the evaluation questionnaire.

District	Number	%
Breckland	14	3.3
Broadland	40	9.5
Great Yarmouth	16	3.8
King's Lynn and West Norfolk	187	44.2
North Norfolk	36	8.5
Norwich	53	12.5
South Norfolk	7	1.7
Missing	70	16.5
Total	423	100.0

- 2.4.3 159 people (38%) of survey respondents were from nine of the 205 electoral wards in Norfolk. This could suggest inequality in distribution.
- 2.4.4 Nevertheless, it can be seen that seven out of nine wards are located in the most deprived quintile IMD 2010, and seven out of nine located in King's Lynn and West Norfolk (KL&WN), so these are areas worthy of intervention.
- 2.4.5 However, there may be other deprived areas where no intervention has been received despite a need existing there too.

	Deprivation			District	Number	%
	IMD 2010 score	Deprivation quintile	Local rank			
Upwell and Delph	27.2	1	21	KL&WN	23	5.4
St Margarets with St Nicholas	41.4	1	4	KL&WN	22	5.2
Mile Cross	35.6	1	8	Norwich	21	5.0
Heacham	16.9	3	93	KL&WN	20	4.7
Aylsham	12.8	4	141	Broadland	17	4.0
Emneth with Outwell	20.0	2	53	KL&WN	17	4.0
Fairstead	35.0	1	9	KL&WN	16	3.8
Hunstanton	21.3	2	44	KL&WN	12	2.8
North Lynn	49.1	1	2	KL&WN	11	2.6
Missing					70	16.5
Total					423	100.0

3 Survey respondents deprivation status

- 3.1 214 of the 423 respondents (50.6%) were from the most deprived and second most deprived quintile.
- 3.2 This shows that delivering organisations are following the aim to target people from deprived neighbourhoods.
- 3.3 The table below shows the social backgrounds for those respondents to pre-intervention survey after applying **MOSIAC** (geo-demographic segmentation system).
- 3.4 219 (51.8%) are 'residents of isolated rural communities'

3.5

MOSIAC	Number	%
A Residents of isolated rural communities	219	51.8
B Residents of small and mid-sized towns with strong local roots	100	23.6
G Young, well-educated city dwellers	34	8.0
Missing	70	16.5
Total	423	100.0

4 Delivering organisations

- 4.1 Unfortunately, a large percentage of survey respondents 173 (40.9%) did not report the name of the delivering organisation so the complete picture is not clear.

4.2 However, the data does highlight that approximately 40% of the survey respondents had the intervention delivered by WNVCA (86, 20.3%) or Purfleet (79, 18.7%).

4.3

Delivering organisations	Number	%
Age UK	26	6.1
Age UK Norfolk	2	0.5
Family Action Swaffham	5	1.2
Hevingham Laurel Club	6	1.4
NCC Carefirst	2	0.5
NCC Wardens	13	3.1
Norfolk Home Shield	19	4.5
Norfolk RCC	2	0.5
Norwich City Council	5	1.2
Project Safe Haven	5	1.2
Purfleet	79	18.7
WNVCA	86	20.3
Missing	173	40.9
Total	423	100.0

4.4 206 survey respondents (48.7%) received a Warm Pack.

4.5 157 respondents (37.1%) received a visit of some type as their first type of intervention

4.6

	Number	%
Blankets	15	3.5
Home visit	51	12.1
Loan heaters	2	0.5
Other	1	0.2
Other Visit	9	2.1
Referral	11	2.6
Unclear	1	0.2
Visit	97	22.9
Warm Pack	206	48.7
Warm pack x 2	6	1.4
Warm pack x 3	1	0.2
(blank)	23	5.4
Total	423	100.0

5 Survey respondents warmth and health status

5.1 209 (49.4%) of survey respondents reported that they did not feel warm the previous winter (their score was 5 or less out of 10).

5.2 112 (26.5%) reported that they were warm the previous winter (their score was 7 or more out of 10).

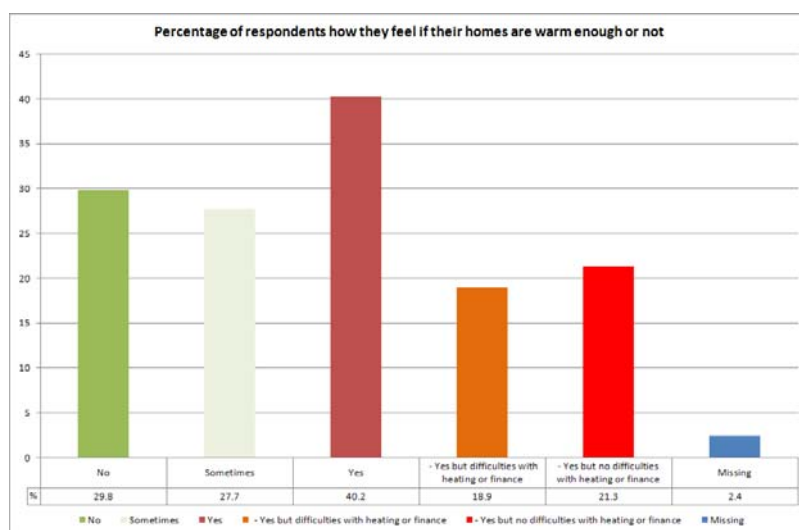
5.3 220 (52%) of survey respondents reported that their health was bad (their score was 5 or less out of 10).

5.4 89 (21%) reported that their health was good (their score was 7 or above out of 10).

6 Survey respondents' need

- 6.1 Around 40.2% (170 people) of survey respondents reported that their homes are warm enough. Of these 170, 80 (47%) stated that although their homes were warm enough they still have difficulties with heating or finance.
- 6.2 90 (21.3% of the total) had a warm house with no difficulties with heating or finance.
- 6.3 Since the aim of the scheme was to consider groups of people who are vulnerable to winter cold as a result of their age, illness, disability and deprivation, those who had no difficulties with heating or finance should not have been targeted. Targeting methods therefore need to be refined to avoid this situation in future interventions, although it will be impossible, given the high profile press coverage, for some people who are ineligible not to be drawn into initial discussions.

6.4



7 Comments received from respondents

- 7.1 The survey contained space for respondents to provide any other comments about the service.
- 7.2 Some examples of these comments are:
- Good to hear about this service
 - I use my thermometer
 - Insulation this year which helped
 - Stop wasting money like this and send to the paths and roads, much more useful. You forget we went through the war and two of the coldest winters on record. We aren't as daft as you seem to think
 - Thank you so much for the warm pack it was greatly appreciated, but it would have been more help to have had our paths cleared.
 - Very useful pack of items
 - We appreciated last year's useful pack

8 Delivering organisation focus group

- 8.1 A focus group was organised to gather information from organisations responsible for

delivery of the Warm and Well service. Although not all organisations attended, there was some useful discussion.

8.2 Content of programme

- 8.2.1 There was agreement that the programme had value in raising awareness with people going on to get additional help. People shared information and became more aware of the options available to them.
- 8.2.2 Providers were disappointed by the quality of the packs this year and thought there was a preference for quantity of items over quality.
- 8.2.3 Although the warm pack may have been very useful for some, this only served to temporarily help ease acute problems. Chronic problems e.g. poor housing issues required more forward planning and there was a need for better communication all year round.
- 8.2.4 There were some reports of situations where people were spending a lot on heating, but their house was still cold therefore the need for better insulation provision is critical.
- 8.2.5 The low cost loans available through the Norfolk credit union were advertised with a headline 2% interest rate. However, this was monthly and thus the APR is very high at 27% making this misleading. It was thought that such loans would be difficult for many to pay off and that means assessed grants may be more appropriate.
- 8.2.6 The partnership working arrangement had been successful, more so than the previous year and being built on continuously
- 8.2.7 It was suggested that Warm and Well might be better delivered as part of more mainstream services and that there could be a lead coordinator for each area.

8.3 Targeting the right people

- 8.3.1 The people in most need are often the hardest to reach and don't belong to social clubs/ lunch groups where they could be targeted most easily.
- 8.3.2 There was a general impression that most people targeted were from older age groups, and it was thought that more needed to be done to help younger families living in deprivation with little or no heating.
- 8.3.3 Feedback via flyers included within warm packs was minimal suggesting that availability of other services was not obvious enough.

8.4 Planning earlier

- 8.4.1 A major area for improvement was advanced planning. The organisation, training and roll-out had all been relatively rushed and the service had faced challenges as a result.
- 8.4.2 There could be better tailoring to specific districts.
- 8.4.3 Emergency oil distribution problems had occurred with decanting and storage health and safety issues with suppliers/distributors. A campaign earlier in the year to try to prevent emergency situations would be useful.

9 Trainers focus group

9.1 A further focus group was organised to gather information from those responsible for delivering training of the Warm and Well programme.

9.2 Content of training

9.2.1 There was agreement that the training material had provided good information and was well received by those attending training sessions.

9.2.2 Suggestion that the slides could be provided in printed form in future, to make cascading information more effective and possible where computer facilities are unavailable.

9.3 Attendance

9.3.1 Severe difficulties were encountered in providing some training sessions due to snow. Attendance at affected sessions was very poor, and some sessions had to be cancelled and/or rescheduled. Training needs to be provided before the risk of snow is too great.

9.3.2 There was some concern that not all those attending sessions would be delivering the service or cascading the training to others.

9.3.3 In addition, although most attendees seemed to grasp the concepts well, with some of the more diverse groups the trainers had concerns that some may not have been ideally equipped with the skills to identify and target problems and deliver the service.

9.4 Venues

9.4.1 Some confusion initially over whether trainers needed to find free venues or whether there was a budget for this.

9.4.2 Some venues were basic, but attendees were not worried as they were often in their normal place of work.

10 Budget

10.1 The budget allocated to Warm and Well for 2012/2013 was £283,570.00

10.2 Financial figures will be provided in the final report which will be brought to a future meeting of this Panel.

10.3

Project Area	Allocated Budget (£)
Warm & Well Project	£283,570.00
Further Analysis Codes	
Warm Packs	£41,000.00
Emergency heating oil	£1,500.00
Low level insulation	£35,000.00
Boiler repairs	£35,000.00
Training	£16,200.00
Awareness raising	£12,150.00
Referrals	£12,150.00
Surviving Winter Fund	£20,000.00
Warm and Well Fund	£40,750.00
Home visits	£40,500.00
Evaluation	£8,100.00
Communications	£12,150.00
Consultancy	£8,100.00
Miscellaneous	£970.00 (the remainder)
Total	£283,570.00

11 Action Required

11.1 Panel members are asked to note the contents of this report.

Background Papers

None

Officer Contact

If you have any questions about matters contained in this paper please get in touch with:

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Supporting People Programme Review

Report by the Director of Community Services

Summary

This report catalogues the progress of the Supporting People programme from its inception in 2003 to date. It explains that the programme has been largely successful in meeting objectives of securing and maintaining independence for a diverse range of vulnerable groups through provision of appropriate support. Placing the partnership programme within the remit of the Integrated Commissioning Team has enabled better dovetailing of health and social care prevention based services, coupled with a renewed emphasis of focus on a localised community approach to service provision.

Action required:

The Panel is asked to consider and comment on the contents of this report and consider whether there are any aspects that require future scrutiny.

1. Background

- 1.1 Funding for the Supporting People (SP) programme was granted to upper tier councils in 2003. The programme funds housing-related support services delivering 'support' and so focuses on 'doing with' rather than 'doing for'. The programme brought together a range of funding including some housing association specific support funding, and former Probation Accommodation Grant, though by far the greatest amount came from support funded previously through housing benefit.
- 1.2 A wide range of groups are supported in people's homes in one of three types of settings.
 - a. In short-term accommodation (usually up to maximum of two years) this is in hostels and refuges and other bespoke accommodation, the capital for which typically has come from district council capital allocations. Groups supported include homeless people, offenders, victims of domestic violence, young people at risk, substance misusers and teenage parents. Short-term support is also provided to Gypsies and Travellers
 - b. Long-term accommodation provision supports older people (for example in sheltered housing), people with physical disabilities, people with learning difficulties and people with mental health problems. Again, some capital has been provided through district council capital allocations
 - c. There are also peripatetic services visiting people in their own homes (termed floating support). There is a generic service, one specifically for people with mental health problems and newer services for older people, termed Community Outreach
- 1.3 SP can be seen as 'preventative' in that it prevents statutory agencies spending other funding to support people living independently. Whilst this is correct in some respects, in reality, the programme supports some of the most vulnerable people in society in its short-term accommodation. Further, supported housing is usually the accommodation of choice for people with long-term needs. It provides empowerment through support planning and self-help allowing people to feel more in control in less institutionalised settings and is therefore the preference rather than a preventative measure. In essence there needs to be a range of care and support

which people can choose to enhance or maintain their wellbeing.

2 Governance

- 2.1 The programme is founded on a partnership approach led by a Commissioning Body. In Norfolk this includes Community Services (adult social services leads, but also includes community safety), Children's Services (including child social care and the Youth Offending Team), each district council (principally housing), health (via the Integrated Commissioning Team), the Police, and the Probation Service. The programme contributes to the statutory functions of all. The programme has also worked closely with service users and providers so that their expert knowledge can play into programme priorities, service development and remodelling. A Member Champions Group of Councillors and board members of other agencies broadly mirrors the composition of the Commissioning Body.

3 Key Developments in the SP Programme

- 3.1 A strategic approach to development of the programme is in place and this has entailed undertaking detailed reviews of existing services including a view on strategic relevance and then a process for shifting funding into services of highest strategic priority. The Audit Commission assessed the Norfolk programme as 'good' with 'excellent prospects of improvement' and evidenced that the quality of services had improved whilst funding had been reduced. This has provided a strong framework for continued work on value for money, with year on year savings being made and reinvested into new or remodelled services.
- 3.2 The national ring-fence for SP programme finance was removed in 2010. Norfolk had previously been a pilot for unring-fencing, as it was considered locally that it allowed investment, previously prohibited, to supplement aspects of the programme. This included a variety of piloted new service types and development of a 'worklessness' programme which has proved highly successful and a forerunner to a regional pilot in which the Cabinet Office has taken interest.
- 3.3 The requirement for SP decisions to be agreed through the partnership arrangements was removed in 2010, along with the finance ring-fence. While it is clear that financial decisions now rest with Norfolk County Council, the strong partnership arrangements with district councils and others have been fostered so as to provide a firm platform for continued ownership of the programme by partner agencies and in recognition of their contribution thus far.
- 3.4 An administration grant to support the programme was also removed in 2010. Consequently, the programme funding and SP officer team was included in the arrangements already in train to integrate commissioning in social care and out of hospital health, and so administration of the programme sits with the Integrated Commissioning Team and is funded by Community Services. Whilst much of the work has continued in the new team, better linkages with other related commissioning have provided fresh and exciting opportunities to develop more integrated services and in particular the potential to lever in other funding streams.
- 3.5 An example is the Community Outreach support for older people, referred to previously, that went live in September 2012. This followed research which showed that sheltered housing was valued by those living there, but that there were many people who would achieve significant benefit from receipt of such a service whilst continuing to live independently in their own home. Resources for the new service were found by reducing funding to sheltered housing through encouraging providers to find new ways of supporting people living there, including better use of assistive technology. Older people's groups were consulted on the new approach and some GPs and nurses reviewed the service specification to ensure joined up approaches,

for example with community nursing services. A further recent example is two pilot support services in GP surgeries in Norwich and King's Lynn which are valued by GPs and may be extended into other areas pending final review.

- 3.6 There are other examples where SP funds services which are used by other statutory agencies to support people to whom they owe a duty. These include numerous supported housing services for Children's Services (the core support service for the YMCA on the Bus Station site is funded by the SP programme), as well as non-bespoke accommodation based services such as Family Intervention Programmes and supported lodgings. There are specific services for offenders such as the hostel for Prolific and Priority Offenders in Great Yarmouth, but there remain more offenders supported in other generic services such as 'homeless' hostels than in specific services.
- 3.7 The change to a generic approach to service designation has been a theme running through the programme, for example the early re-tendering of a myriad of small floating support services to form a generic support service with the retention of just one specialist service for mental health. More recently, many short-term accommodation based services have been re-classified as being for 'socially excluded' groups. This has been a deliberate attempt to widen access for service users.
- 3.8 For the 2010 Comprehensive Spending Review (CSR), CLG (Department of Communities and Local Government) updated some in-depth analysis undertaken on its behalf and endorsed by the Treasury, which demonstrated that overall the public purse benefits by £2.11 for every £1 spent on the SP programme. CLG, in recognition, issued a recommendation that local authorities should reduce SP funding by no more than 12% over the three year duration of the CSR, significantly less than for other local government expenditure and subsequently this was the level of budget reductions that was agreed by NCC for 2010-13.
- 3.9 A strategic approach to finding savings was adopted, recognising that there were some priority areas which should be protected so far as possible and also that many services cannot work in isolation. For example, hostels soon get blocked with people ready to move-on if other support services (e.g. floating support or suitable housing) aren't available.
- 3.10 Budget reductions have been made through extensive consultation with providers, service users and stakeholders and have involved, where possible, the remodelling of services. This approach reflected discussions with providers who were keen to engage with the process of budget remodelling.

4 The Current Programme

- 4.1 Table 1 illustrates anticipated expenditure in 2013/14 which includes inflation at the NCC agreed rate of 1% of contract values and incorporates planned changes such as the cessation of some temporary funding and contract variations resulting from contract negotiations.
- 4.2 Expected expenditure is also shown for 2014/15 which includes pipeline commitments, such as a young person accommodation service under construction at Aylsham and the full value of the Older Person Community Outreach scheme. These values are indicative of the full programme budget if no action is taken prior to any required savings. However given the need for Norfolk County Council to make further significant savings in 2014-17 it is very likely that further savings from this area, as across all areas, will be proposed.

4.3 Table 1: Expenditure by Client Group 2013/14 and 2014/15

Client Group	Current Spend 2013/14	% of total spend	Budget 2014/15 (if no action taken)	
Older people with support needs	£ 1,793,116		£ 1,793,116	
HIAs	£ 227,059		£ 227,059	
Frail elderly	£ 285,949		£ 285,949	
Sub-total	£ 2,306,124		£ 2,306,124	
Learning Difficulty	£ 365,635		£ 365,635	
Physical or sensory disability	£ 91,215		£ 91,215	
Mental health (including floating support)	£ 1,490,886		£ 1,430,886 ¹	
Young people at risk and leaving care	£ 1,841,862		£ 1,931,862 ²	
Social excluded groups (homelessness, offenders and substance misuse)	£ 3,455,926		£ 3,394,043 ³	
Homeless families with support needs	£ 369,982		£ 369,982	
Teenage parents	£ 103,689		£ 103,689	
Domestic abuse	£ 704,068		£ 704,068	
Gypsies and Travellers	£ 70,879		£ 70,879	
Floating support	£ 3,068,233		£ 3,326,481 ⁴	
Leaseholders	£ 6425		£ 5800	
Total	£13,879,493		£14,159,432	

5 Future Plans

- 5.1 The remodelling and value for money work which has underpinned the SP programme has been carried forward into the Integrated Commissioning team, in part in striving to achieve the best balance of quality and cost of services and in part to help identify areas for prospective funding reductions in a time of financial stringency, according to the agreed strategic framework.
- 5.2 A key principle of budget remodelling is that it should reflect local need and local and county priorities. Locality commissioning will increasingly join up community resources and services and offers an opportunity to better integrate service delivery across different agencies, including with the new Clinical Commissioning Groups.

¹ Reduction negotiated on existing contract

² Aylsham pipeline shown from April 14

³ Reduction reflects cessation of temp West Norfolk funding in Nov 14 – reduces to £3,350,276 in 15/16. Annual figure includes £40k WDO in 13/14

⁴ Changes in value here reflect the graduated payments on the Older Person Community outreach scheme and the cessation of temporary funding

- 5.3 There are some aspects which lend themselves to a countywide approach. Principally, these are the floating support services, the generic service, the service for people with low level mental health problems and the community outreach service for older people as these provide a baseline level of support in localities.
- 5.4 For most accommodation-based services a locality approach is being developed involving local agencies which will report back to the countywide structures. Ensuring that locality priorities are met through a more community based approach to commissioning will enhance prospects of meeting future needs.

6 Concluding Remarks

- 6.1 The SP programme has, since its inception, achieved evidenced financial savings whilst improving the quality of services. The removal of the ring-fence for finance has presented challenges in terms of justification against competing priorities for NCC, but also has presented new opportunities, allowing the funding to be used in new and imaginative ways. Principal amongst these is how it is being increasingly joined up with other funding streams, within NCC and with other partners, as part of the Council's integrated commissioning approach.
- 6.2 For the future, Supporting People will build on its track-record to date:
 - a. Targeting some of the most socially excluded groups in Norfolk
 - b. Supporting the statutory agenda of Norfolk County Council for social care of adults and young people and for community safety
 - c. Contributing to responsibilities the achieving of outcomes for other statutory organisations such as district councils (housing), Probation and Police
 - d. Galvanising partners to work in a fruitful partnership
 - e. Effectively remodelling services, driving out efficiencies through collaboration with providers and service users
- 6.3 Supporting People work is now well embedded in the wider Integrated Commissioning Team structure work and will continue to be led through a proven governance structure. There has been a growing recognition amongst the SP partners that a local focus will provide added value and potentially, through better identification with local priorities, provide further opportunities for joint investment in locality projects. This will strengthen the community focus of the programme whilst retaining the benefits and coherence provided by a countywide partnership.

7 Legal Implications:

- 7.1 There will be a number of contractual and legal issues that need to be considered for all renegotiations and remodelling exercises for future budget planning.

8 Equality Impact Assessment (EqIA):

- 8.1 An EqIA was prepared for the previous three year budget setting plan and any major changes proposed to services in future will trigger further EqIAs.

9 Risk Implications

- 9.1 The main risks are for vulnerable people reliant on services funded by Supporting People and the societal impact of service reduction through remodelling of service provider budgets.

10 Other implications

- 10.1 Other than those listed in the report, there are no particular implications to take into account.

11 Section 17 – Crime and Disorder Act

- 11.1 Some services support offenders, so any remodelling of services will provide opportunities for the Council to influence the provision of supported housing services to offenders and people at risk of offending.

12 Action Required

- 12.1 The Panel is asked to consider and comment on the contents of this report and consider whether there are any aspects that require future scrutiny.

Background Papers

None

Officer Contact

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If you need this report in large print, audio, Braille, alternative format or in a different language please contact Jill Blake on 0344 800 8020 or 0344 800 8011 (textphone) and we will do our best to help.

Community Services Performance and Risk Monitoring Report

Report by the Director of Community Services

Summary

This report provides an end of year summary of performance and risk management for 2012/13. The report summarises progress in the year against the objectives covered by Community Services Overview and Scrutiny Panel.

The purpose of this report is to summarise for Members areas of progress during 2012/13 and highlight areas for ongoing improvement in 2013/14.

The first section covers key performance and the second risk information. The performance section is structured around the Community Services dashboard (Appendix A to this report).

The information included within this report is the most up to date available at the time of writing. Any significant changes to the performance information between publishing this paper and presenting to Panel will be updated verbally.

The year end financial position (or outturn) was reported to the Community Services Overview and Scrutiny Panel on 11 June.

Performance summary

The key performance headlines are:

- a. Self directed support users have increased by 21.4%, although short of target
- b. Improved levels of satisfaction with adult social care services
- c. Increased permanent admissions to residential and nursing care
- d. Reduced levels of library visits in the face of reduced opening hours – but with visits per hour and web renewals going up
- e. Strong performance in Adult Education and Guidance Services

In the coming year we will focus on:

- a. Continuing to increase the use of self directed support
- b. Better information and support to people who fund their own care
- c. Support for carers, and in particular their use of self directed support
- d. Reducing the levels of permanent admissions to residential or nursing care
- e. Improving support for working age adults who have a mental health issue
- f. Ensuring our preventative measures are effective
- g. Hitting our budget targets

Risk summary

During 2012/13 a good deal of progress was made to manage the eleven departmental risks listed on the Community Services departmental risk register as at April 2012. By the close of the year two additional risks have been added but there are no risks with red alerts (i.e. there were no serious concerns about the progress being made in managing any identified risks).

Action required

Members are invited to discuss the contents of this report, to note progress and consider whether any aspects should be identified for further scrutiny.

1 Background

- 1.1 Norfolk County Council's performance framework provides a broad assessment of organisational performance across four themes:
 1. Managing change
 2. Managing resources
 3. Quality and performance of services
 4. Outcomes for Norfolk people
- 1.2 The dashboard is a consistent format across NCC including, where relevant, statutory requirements unique to each service. The dashboard also includes measures that enable the management team to focus upon service priorities presenting an 'at a glance' approach to performance, focussing on local priorities for Norfolk following the abolition of the statutory National Indicator Set.
- 1.3 This reflects our greater emphasis on efficiency and value for money measures, along with the need to balance a demanding change agenda with continuing to deliver high quality services.
- 1.4 Departmental dashboards form the basis for monthly departmental management discussion of key priorities. A cross section of information from the departmental dashboards is also escalated for strategic discussion at Chief Officer Group (COG). Dashboards will continue to be developed to reflect emerging priorities.
- 1.5 This report summarises Community Services' progress against each of the four themes throughout 2012/13, reviewing delivery against key outcomes for Norfolk's people.
- 1.6 Please see **Appendix A** for the current performance dashboard. Full definitions for all of the measures contained within the revised dashboard are attached at **Appendix A2** to this report.

2 Managing Change - Community Services

- 2.1 **Adult Social Care** continues to undergo major transformation to remodel services to deliver better outcomes whilst delivering savings. As previously reported, the overall assessment of the Adult Social Care transformation programme is currently amber. This means that there is some variation from the programme plan but actions are in hand to maintain progress.
- 2.2 Overall in 2012/13 steady progress has been made against targets. The department delivered a balanced budget for 2012/13. Budgeted savings were £14.81m and although some of the original planned savings were not delivered, the Department found alternative / compensating savings.
- 2.3 Achievements include:
 - a. Subsidised meals-on-wheels across the county ceased in December 2012 followed by luncheon club subsidies in February 2013. Local businesses are now supplying meals, and work continues to encourage new suppliers to the market and to support existing suppliers as they grow their businesses. Some of the new suppliers provided additional meals and provisions over the period of bad weather. We received no negative feedback from customers about the changes when we surveyed all meals-on-wheels customers earlier this year.
 - b. Further savings were delivered in services for people with Learning

Disabilities, making an estimated £12m of savings in this area over the last three years

- c. A joint health and social care equipment store was commissioned, reducing cost and duplication, which is estimated to deliver £1.5m of savings to NCC in 2013/14
- d. The Assessment and Care Management Service, and the Reablement Service were restructured to provide a better customer pathway as well as savings of £2.3m in 2013/14
- e. Delivery of an automatic resource allocation system calculator, which has helped to streamline the process for people receiving a personal budget
- f. Our in-house day services, personal assistants, supported living and respite care delivered savings of £1.75m
- g. Renegotiation of day care contracts with the voluntary sector to enable people to use their personal budgets for day care and prepare the care sector for this change
- h. Our Assistive Technology Service has become a wholly owned company that can sell equipment to people who fund their own care, with any surplus then being used to fund the service for people eligible for social care funding
- i. The launch of a Later Life Care Planning service to provide people in Norfolk with financial advice in planning their care
- j. The launch of the Harwood Care and Support Charter
- k. Rationalisation of Service Level Agreements to deliver savings
- l. Introduced charging for day services
- m. Through the Living Well in the Community Fund made £1.5m available to community based innovative prevention projects

2.4 **Cultural Services** continues to implement a wide range of efficiencies involving reduced and restructured staffing in libraries and museums, the relocation of collections and rationalisation of buildings. The overall assessment of the Cultural Services transformation programme is green.

2.5 Overall the programme has delivered £0.551m of savings in 2012/13.

2.6 Achievements include:

- a. Implementation of a priority based budgeting exercise for the Norfolk Museums and Archaeology Service, which followed a Member-led review in December 2012
- b. Delivered a revised museum catering service, which is currently on track to generate a small surplus
- c. Delivered savings for the Norfolk Record Office

3 Managing our resources - Community Services

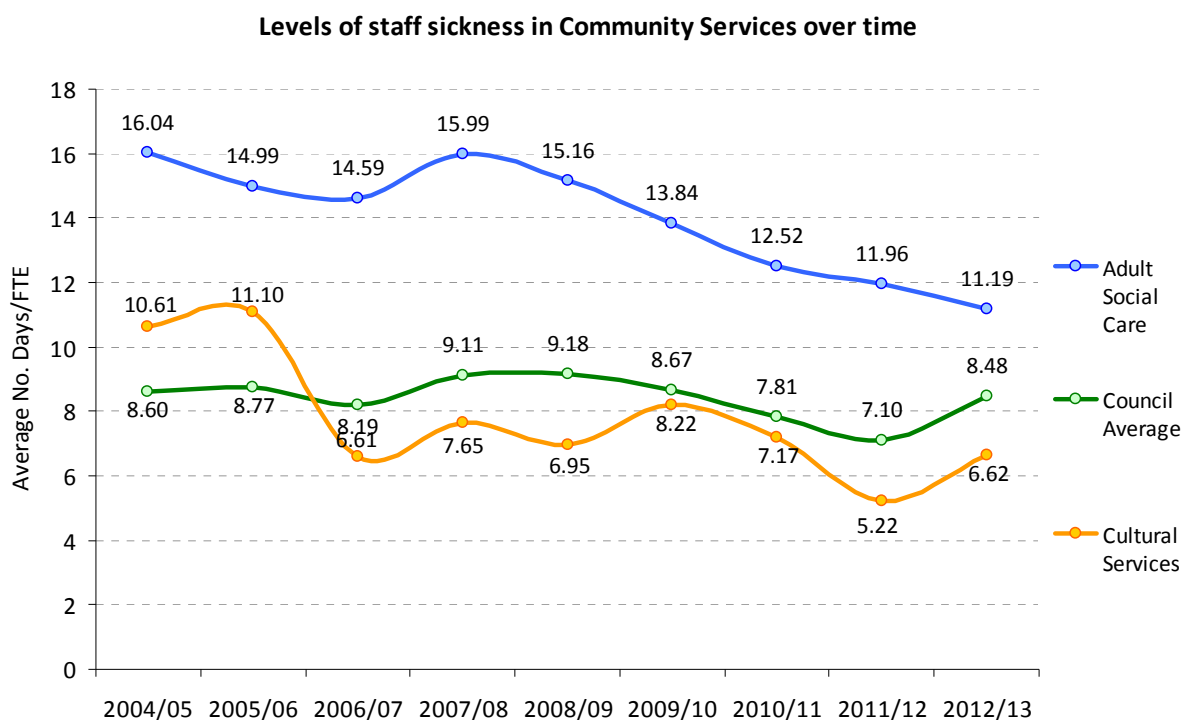
3.1 Organisational productivity

3.1.1 A breakdown of absence data across the authority shows an increase of sickness absence levels in Cultural Services but a slight reduction in Adult Social Care. This means that the overall rate of staff sickness absence for Community Services has reduced year on year.

TABLE – staff sickness absence (average days per FTE)

Operational Area	Actual 2011/12	Target 2012/13	Actual 2012/13
Adult Social Care	11.96	11.25	11.19
Cultural Services	5.22	5.38	6.62
Community Services combined	N/A	9.80	9.70
Norfolk County Council as a whole	7.10	8.01	8.48

3.1.2 The chart below shows the levels of sickness over many years to illustrate the trends.



3.1.3 There has been a concerted effort to reduce sickness absence, with a range of resources now available to managers to help prevent and manage sick leave. We believe this is responsible for much of the reduction. We also know that the transfer of most of our care workers to other providers has contributed to some of the reduction of sickness in Adult Social Care. This is because people that work in the delivery of care tend to have higher levels of sickness absence.

4 Quality and performance of services - Community Services

4.1 Universal Services

4.1.1 Norfolk's **libraries** continue to be a well used community resource though numbers of physical visits has dropped year on year. This drop was anticipated given the reduction in library opening hours. To maintain a good level of access, we have focused on developing our online service, for example enabling people to borrow e-books and renew via the web rather than in person.

4.1.2 Although visitors are down on the previous year, the latest UK library survey, issued by the Chartered Institute of Public Finance and Accountancy (CIPFA), showed that Norfolk's County Council-run library service is the most popular of all county authorities in terms of books borrowed per head of population. Norfolk was also the top county for lending other items such as DVDs, console games and CDs. This reflects the variety of ways in which people use libraries and also how the Library Service has

moved to meet changing technologies and consumer habits.

- 4.1.3 The continued success of the Norfolk and Norwich Millennium Library has been recognised, being named as the UK's most popular library for the sixth year running.
- 4.1.4 The way people use library services has changed over the years. Providing service users with the ability to do many things online (e.g. renew or reserve library books) and e-books for people with electronic readers means that we are successfully providing things in new ways to meet customer expectations. As a result we now monitor both physical and virtual users to take into account users' changing behaviour.
- 4.1.5 The dashboard does not separate out these two user types so this is set out below:

TABLE – library users

User types	Actual 2011/12	Actual 2012/13
Physical visitors of libraries	4,918,451	4,529,435
Virtual users of library services	4,317,964	5,509,549
Grand total library users	9,236,415	10,038,984

- 4.1.6 Norfolk's **museums** have continued to be a popular attraction with visitor numbers up on last year, 357,577 compared to 352,038. There was a brief drop in numbers between August and November (largely explained by the 'ripple affect' of the Olympics) but in December visitor numbers started to pick up and by March 2013 we had exceeded our target by over 2,000 visits.
- 4.1.7 In November 2012 Norwich Castle Museum and Art Gallery and Gressenhall Farm and Workhouse were judged as inspiring places for children to learn and were awarded the Sandford Award for Heritage Education.
- 4.1.8 Norfolk's libraries and museums continue to attract high numbers of visitors, and have been recognised nationally for this. We have recognised however, that the way in which some people like to access our services has shifted, and over the next year we will continue to develop our online or virtual offering in response.

4.2 Care Management

- 4.2.1 Providing our customers with flexibility and control over the social care services they access helps to increase their independence, which has huge benefits for their overall wellbeing. Increasing the number of people who choose to receive **self directed support** (SDS) remains a priority as it means that they are in control of their care package.
- 4.2.2 **Self directed support** continues to be a challenge both for Norfolk and nationally. Our end of year result for the measure is amber.
- 4.2.3 There are 152 councils in England that have a social services responsibility. Using the 2011/12 comparator data, released by the Department of Health, Norfolk's ranking for the levels of people receiving self directed support is exactly at the mid point (76th). Overall, only 23 councils out of 152 achieved the national target showing the challenge faced by all councils. Once we have access to the national data for 2012/13 we will report this to Panel.

4.2.4 As discussed at previous Overview and Scrutiny Panels we use a composite measure within the dashboard for self directed support. It was been designed in order to include the many factors we are working towards rather than just the overall percentage of service users and carers who receive their support through SDS.

4.2.5 The component parts of the composite measure are set out below:

TABLE – self directed support composite measure

Measures making up the composite	Projected Result	Target
System and process are fit for purpose	Amber	Green
Hearts and minds of staff and users support the benefits of SDS	Green	Green
The market and the providers understand and support SDS	Green	Green
Percentage of community based service users on SDS	63.6%	70%
Percentage of supported carers on SDS	23.4%	30%
Percentage of SDS users receiving cash payments	40.5%	30%
Percentage of service users in residential care receiving SDS	53.3%	20%
Overall measure - SDS in place and being used to help people exercise choice and control over their care and support	Amber	Green

4.2.6 As reported to Overview and Scrutiny Panel last month (in the report “Update on Self Directed Support (SDS)” there are many things that have been achieved over the last year and there are many things to be worked on for the year ahead.

4.2.7 We monitor the time it takes to carry out an assessment as it is important that people receive the care and service they need without having to wait a long time. Over the last year 78.1% of all assessments for adults and older people were carried out within our target timescales. Over 15,000 assessments of new clients and 26,000 reviews with existing service users were undertaken over the year, a slight increase on the previous year.

4.3 Independence

4.3.1 The two areas showing as being in the red under Independence are permanent admissions to residential or nursing care for both age groups (namely 18-64 and 65+).

4.3.2 Permanent admissions to residential care is a difficult area to control given that it is demand and needs led. This means that we have no choice but to place someone in a residential setting if it is the necessary support they need. However, it is an indication of whether we are supporting people in their own home wherever possible.

4.3.3 Admissions are only a performance issue if we are inappropriately placing people for reasons that we should be in control of (e.g. the availability of home care in a local area). We have evidence to suggest that this is not the case.

4.3.4 The levels of permanent admissions to residential and nursing care per 100,000 population have increased for both age groups. As reported in previous performance reports, the overall numbers of people supported within these settings has been

slightly reducing over the longer term even though admissions are rising.

- 4.3.5 The table below sets out the rates of admissions alongside the overall numbers of people supported within residential care settings:

TABLE – Admissions to residential or nursing care

	2009/10	2010/11	2011/12	2012/13
Admissions to residential or nursing care	1,049	1,273	1,526	1,777
People supported in residential or nursing care	6,083	5,842	5,704	5,833
% share of those supported in residential care who are new admissions in year	17.2%	21.8%	26.8%	30.5%

- 4.3.6 This shows that the people we are supporting are more increasingly being admitted within the year. This suggests that we are keeping people independent longer meaning that they need to spend less time within residential care.
- 4.3.7 It is worth noting that the national measures for admissions are only a broad indicator of maintaining independence. Supporting people to live independently for longer does not necessarily stop people needing to go into a residential care home eventually, it may just defer it.

4.4 Quality of commissioned services

- 4.4.1 The indicators are unchanged since the last report. However, there have been inspections of the services that we run.
- 4.4.2 At the end of 2012 our **Norfolk First Support (NFS)** service was inspected by the Care Quality Commission (CQC). The findings were positive and confirmed that NFS was meeting all of the necessary standards.
- 4.4.3 The inspection included site visits, interviewing staff and talking to service users. As well as being positive about the standards being met, CQC said that ‘the service had effective systems in place to regularly assess and monitor the quality of service that people receive.’

5 Outcomes for Norfolk People - Community Services

5.1 Peoples views on what we do and how they feel

- 5.1.1 Annually we undertake a statutory Adult Social Care User Experience Survey (UES) to understand if we are making a difference to people.
- 5.1.2 The preliminary results of the UES are presented in the below table. It sets out the results for the previous year, the provisional results for this year and what the average results are for other councils with a social services responsibility.

TABLE- Adult social care User Experience Survey results

Survey Question	2011/12 Actual	2012/13 Actual	Other councils average 2012/13	DOT
(1A) Social Care - related quality of life (composite measure made of several questions in the survey)	18.7%	19.4%	18.8%	↑
(1B) The % of people who use services who have control over their daily life (people who say they have adequate or as much control as they want)	73.5%	81.1%	76.2%	↑
(3A) Overall satisfaction of people who use services with their care and support (people who say they are extremely or very satisfied)	60.8%	68.7%	62.3%	↑
(3D) The % of people who use services and carers who find it easy to find information about services (people who say they find it very easy or fairly easy)	70.1%	70.0%	69.1%	↓
(4A) The % of people who use services who feel safe (people who say they feel as safe as they want)	68.1%	67.8%	65.1%	↓
(4B) The % of people who use services who say that those services have made them feel safe and secure (people who agree care and support services help them feel safe)	88.0%	81.4%	75.3%	↓

5.1.3 These results show a strong improvement in three areas, a slight drop in two and a more significant drop in one. We perform better than the national average on all six areas. This provides a useful benchmark as we continue to transform services, and we will continue to monitor and report on this annually.

5.1.4 The area from the survey that we can most easily influence is the ease at which people can find advice and information. This is a particular priority for us and over the last year we have achieved:

1. A 'Portal' project to create new home pages for both the NCC adult care website and the Council adult care service directory
2. Support has also been provided through the Later Life Care Planning service to those who have asked for financial advice in planning their care including when using Personal Budgets
3. The four information, advice and advocacy contracts we have in place have been evaluated in order to be re-tendered

5.2 Services to protect people

5.2.1 The indicators are unchanged since the last report.

5.3 Independence

- 5.3.1 Though the proportion of people with a learning disability in settled accommodation has reduced slightly since the last report, this has otherwise been going up steadily for a number of years, prompted by a policy of moving people out of residential care and into supported living or other community-based settings.
- 5.3.2 The proportion of people with a learning disability supported in employment has been at a relatively low level for around three years. The challenging economic climate has driven much of this, with companies struggling to support initiatives. Despite this, the rate of people in employment has risen slightly from 6.8% to 6.9%. This is above the average for comparator councils which, based on the most recent benchmarking data, is 5.8%.

6 Risk management update

- 6.1 The Community Services departmental risk register reflects those key business risks that need to be managed at a departmental level and which, if not managed appropriately, could result in the department failing to achieve one or more of its service plan objectives and/or suffer a financial loss or reputational damage.
- 6.2 As at 7 June 2013 the Community Services departmental risk register contains thirteen risks, one rated as 'high' and the other twelve as 'medium'.
- 6.3 When considering the overall rating of each risk both the likelihood of the risk occurring and the impact, should the risk occur, are considered and given a score in accordance with the document 'Well Managed Risk – Norfolk County Council Management of Risk Framework'. Likelihood scores range from '1' – 'Rare' to '5' – 'Almost Certain' and Impact scores range from '1' - 'Insignificant' to '5' - 'Extreme'. Multiplying the two scores together gives the overall risk score. Plotting the final risk score on the risk matrix within the document establishes the risk tolerance level and determines how each risk needs to be treated.
- 6.4 It is also important to consider the prospects of managing risks successfully as part of the overall rating. Each risk has a target risk score and a target date by which the score should be attained. Of the thirteen risks currently on the Community Services departmental risk register, nine are showing 'amber' - 'some concerns' that targets may not be achieved, while the other four are assessed as being 'green' – 'on schedule' to meet their target risk scores by the target date.
- 6.5 Risks that are so significant that they would impact on corporate/strategic objectives, or are beyond the scope of individual departments to manage, are also included on Norfolk County Council's Corporate Risk Register, which is reviewed regularly by Chief Officers Group (COG) and reported to each Audit Committee.
- 6.6 Three of the risks on the Community Services departmental risk register also appear on the Corporate Risk Register and have been reviewed recently by COG:
- RM13911 - Insufficient capacity within the care market
 - RM0207 - Failure to meet the needs of older people
 - RM14079 - Failure to meet the long term needs of older people
- 6.7 Appendix 1 displays a condensed version of the Community Services departmental risk register providing a summary of the key information about the thirteen risks currently recorded.

- 6.8 Appendix 2 provides detailed updates on all risks that meet the criteria of scoring ten or more and the prospects of meeting the target risk score by the target date shown as 'amber' - 'some concerns' or 'red' - 'significant concerns'.
- 6.9 Based on the above criteria detailed updates are provided for seven risks, including two new risks that were added during 2012/13 and one risk which has had its tolerance level reduced from 'red' to 'amber'.
- RM14079 - Failure to meet the long term needs of older people. This risk has been added to the risk register recently. With a target date of 31 March 2030 the addition of this risk will highlight the potential impact in the longer term, as well as shorter term period leading up to 31 March 2014, which is the focus of the existing risk - Risk RM0207
 - RM14085 - Failure to follow data protection procedures. Following escalation to the Corporate Risk Register from the information management risk register a modified version of the Corporate risk now also appears on risk registers within departments in order to raise local awareness and record local progress. This risk is reviewed regularly and updated by the Information Compliance Group
 - Risk RM13925 – Lack of capacity within ICT systems - has had its tolerance level reduced from 'high' to 'medium' following progress made in order to reduce the impact score from '4' to '3', which is below its original target
- 6.10 Progress in managing the other four risks is summarised as:
- RM13911 - Insufficient Capacity within the Care Market. Several actions have been taken and the risk progress is noted as 'green'. Its target likelihood score of '2' has been reached and the current impact score has been reduced to '4', below the target of '5'. This remains on the risk register for monitoring purposes and an amended target date of 31 March 2014 has been set
 - RM13936 - Inability to progress integrated service delivery. Much work is ongoing around the integrated service delivery between the County Council and Health and the risk progress is noted as 'green' to reduce its likelihood score from '3' to '1' by the target date of 31 March 2014, which has also been amended for monitoring purposes while the integrated service is bedded in
 - RM13931 - A rise in hospital admissions. Several actions are underway, including developing an integrated care approach across Norfolk. Targets have been agreed with the NHS. The risk is noted as 'green' meaning that it is assessed as being on target to reduce its likelihood and impact scores from '3' and '4' to '2' and '3' respectively by its target date of 01 April 2014, which was recently revised to allow for monitoring of the development of the integrated care approach and align the date more closely with the end of the current budget year
 - RM13929 - The speed and severity of change. Noting a drop in the level of sickness absence during 2012/13 the progress on this risk is now shown as 'green' meaning that it is assessed as being on track to achieve its target risk score by reducing its likelihood score from '3' to '2' by the target date of 01 April 2014, which has been amended to allow monitoring throughout 2013/14
- 6.11 The following chart illustrates the Community Services departmental risk progress made during the past twelve months and compares the May 2013 position with the May 2012 position.

Community Services Departmental Risk Register -Progress Summary 2012/13

Risk Score	May 2012	May 2013
25 - High	0	0
20 - High	0	0
16 - High	1	0
15 - Medium	3	1
12 - Medium	6	5
10 - Medium	0	1
9 - Medium	1	1
8 - Medium	0	2
6 - Medium	0	0
5 - Low	0	0
4 - Low	0	0
Sub-total	11	11
Plus new risks	N/A	2
Less completed risks	0	0
Total Risks Remaining	11	13

Risk Prospects (Progress)	May 2012	May 2013
RED – Significant Concerns	0	0
AMBER – Some Concerns	8	7
GREEN – On Target	3	4
MET TARGET	0	0
Plus new risks	N/A	2
Total Risks Remaining	11	13

7 Equality Impact Assessment (EqIA)

- 7.1 Community Services places diversity, equality and community cohesion at the heart of service development and service delivery. The department aims to ensure that activities and services are accessible to diverse groups in Norfolk and that all policies, practices and procedures undergo equality impact assessment. These assessments help services to focus on meeting the needs of customers in relation to age, disability, gender, race, religion and belief and sexual orientation.
- 7.2 This report provides summary performance information on a wide range of activities monitored by the Community Services Overview and Scrutiny Panel. Many of these activities have a potential impact on residents or staff from one or more protected groups. Where this is the case, an equality assessment has been undertaken as part of the project planning process to identify any issues relevant to service planning or commissioning. This enables the Council to pay due regard to the need to eliminate

unlawful discrimination, promote equality of opportunity and foster good relations.

8 Section 17 – Crime and Disorder Act

- 8.1 Community Services takes account of the need to address the issues of social exclusion, one of the key triggers for crime and disorder, in its activities. The department works hard to ensure that people are confident in their community and that its services are relevant and accessible to local people. This helps to encourage participation by people who are at risk of offending, engage offenders through a range of projects, assist schools in improving pupil attainment and deliver opportunities to increase the number of people who are in education, employment or training.

9 Environmental Impact

- 9.1 There are no environmental implications from issues arising in this report.

10 Conclusion

- 10.1 Good progress continues to be made with transformation and efficiency across Community Services. There are some variations from the programme plan but actions are in hand to maintain progress. Physical library visits are under target but virtual library service usage is increasing significantly year on year. The proportion of all people using community based services that are accessing them via self-directed support remains below target currently but is increasing and appears to be in line with the national picture.

11 Action Required

- 11.1 Members are invited to discuss the contents of this report, to note progress and consider whether any aspects should be identified for further scrutiny.

12 Background Papers

None

Officer Contact

If you have any questions about matters contained in this paper please get in touch with:

Colin Sewell 01603 223672 colin.sewell@norfolk.gov.uk

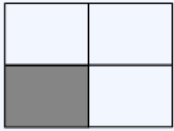
Stephen Andreassen 01603 223934 stephen.andreassen@norfolk.gov.uk



If you need this report in large print, audio, Braille, alternative format or in a different language please contact Jill Blake 0344 800 8020 or 0344 800 8011 (textphone) and we will do our best to help.

Definition of Measures within the Community Services Dashboard

Delivering Norfolk Forward						
Measure Description	Good is...	Frequency	Direction of travel period	Target 2013/14	Result 2012/13	
Overall assessment of transformation programme status	RAG rating drawn from Norfolk Forward Programme Highlight Reports	N/A	Monthly	Last month	Tbc	Social Care – Amber; Cultural Services - Green
Assessment by project, social care and cultural services	RAG rating drawn from Norfolk Forward Programme Highlight Reports	N/A	Monthly	Last month	Tbc	N/A



Service Performance

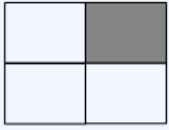
Measure Description		Good is...	Frequency	Direction of travel period	Target 2013/14	Result 2012/13
Library users (both physical and virtual)	Total number of in-person physical visits to any library service point for what ever reason during opening hours plus virtual activity (Norfolk Library and Information Service web server statistics, online reservations and renewals, count of sessions on e-book and e-audio website and visits to social networking sites – Facebook, Twitter and blogs). Physical visits made outside opening hours are only included if the event is sponsored by the library service.	High	Monthly	Last year	Tbc	10,038,984
Museum visits	Actual number of in-person physical visits	High	Monthly	Last year	Tbc	357,577
People's needs addressed at point of contact	% of Community Care Assessments completed by Care Connect and not referred on to localities	High	Monthly	Last month	Tbc	52.6%
% of all completed assessments which were for self funders	The % of completed Community Care Assessments year to date which were for self funders	High	Monthly	Last month	Tbc	12.3%
Self Directed Support (composite of processes and systems, levels of users and cash payments)	<p>Composite measure that combines results for the following measures and reports the result as a traffic light rating. A weighting is applied to individual results and these are recorded in brackets.</p> <p>1. System and process are fit for purpose (judgement by traffic light alert – weighting 13.04%)</p> <p>2. Hearts and minds of staff and users support the benefits of SDS (judgement by traffic light alert –</p>	N/A	Some elements updated monthly, some quarterly	Monthly	Tbc	Amber

	<p>weighting 13.04%)</p> <p>3.The market and the providers understand and support SDS (judgement by traffic light alert – weighting 8.7%)</p> <p>4.Percentage of community based service users on SDS (weighting 21.74%)</p> <p>5.Percentage of supported carers on SDS (weighting 21.74%)</p> <p>6.Percentage of SDS users receiving cash payments (weighting 17.39%)</p> <p>7.Percentage of service users in residential care receiving SDS (weighting 4.35%)</p>					
Waiting times for Personal Budgets	Average number of days service users are waiting between an assessment form being started and a Personal Budget service starting	Low	Monthly	Monthly	Tbc	86.0
Delayed transfers of care attributed jointly or solely to social care (per 100,000 population 18+) (2C/Part 2)	The average number of people per 100,000 population aged 18+ delayed when medically fit to be discharged. The result is an average rate over the period and covers delays attributable jointly or solely to Social Care.	Low	Monthly	Last month	Tbc	2.1
Carers supported following an assessment or review	This is former National Indicator 135. The number of carers whose needs were assessed or reviewed by the council in a year who received a specific carer's service, or advice and information in the same year, as a percentage of people receiving a community based service in the year. Result reflects anticipated year end outturn.	High	Quarterly	Last quarter	Tbc	49.5%
% of audited case files where there is not evidence of appropriate involvement from others e.g. carers	Data is drawn from a quarterly Quality Assurance Systemic Audit of 100 social work case files to establish the quality of practice. The results are presented as a rolling average over the course of the previous 4 quarters.	Low	Quarterly	Last quarter	Tbc	6%
% of audited case files where planning is	Data is drawn from a quarterly Quality Assurance Systemic Audit of 100 social work case files to	High	Quarterly	Last quarter	Tbc	98%

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informed by assessment findings including mental capacity where applicable	establish the quality of practice. The results are presented as a rolling average over the course of the previous 4 quarters.					
Prevention services measure	This measure is currently under development.	Tbc	Tbc	Tbc	Tbc	Tbc
Permanent admissions age 18-64 to residential and nursing care (per 100,000 population 18-64) (2A/Part 1)	This is ASCOF indicator 2A Part 1. The number of all adults aged 18-64 admitted permanently to residential or nursing care (per 100,000 population) - expressed as estimated year end result based on activity to date.	Low	Monthly	Last year	Tbc	52.5
Permanent admissions age 65+ to residential and nursing care (per 100,000 population 65+) (2A/Part 2)	This is ASCOF indicator 2A Part 2. The number of all adults aged 65 and over admitted permanently to residential or nursing care (per 100,000 population) - expressed as estimated year end result based on activity to date.	Low	Monthly	Last year	Tbc	822.7
% of older people (65+) still at home 91 days after discharge from hospital into reablement/rehabilitation services (2B/Part 1)	This is ASCOF indicator 2B/Part 1. The proportion of older people aged 65 and over discharged from hospital to their own home or to a residential or nursing care home or extra care housing for rehabilitation, with a clear intention that they will move on/back to their own home (including a place in extra care housing or an adult placement scheme setting), who are at home or in extra care housing or an adult placement scheme setting 91 days after the date of their discharge from hospital. Those who are in hospital or in a registered care home (other than for a brief episode of respite care from which they are expected to return home) at the three month date and those who have died within the three months are not reported in the numerator.	High	Quarterly	Tbc	Tbc	88.7%
% of CQC reviews of outcomes within care services found to be	% of outcomes of all CQC reviews published within the last year (for regulated care homes, domiciliary care agencies, Housing with Care	High	Quarterly	Last quarter	Tbc	78.15%

compliant	schemes and Supported Living services) that show compliance with the Care Quality Commission's (CQC) 16 most essential standards of quality and safety.					
% of CQC reviews of outcomes within care services with major concerns	% of outcomes of all CQC reviews published within the last year (for regulated care homes, domiciliary care agencies, Housing with Care schemes and Supported Living services) that show major concerns.	Low	Quarterly	Last quarter	Tbc	4.1%



Managing resources

Measure Description	Good is...	Frequency	Direction of travel period	Target 2013/14	Result 2012/13	
Projected spend against total Adult Social Care revenue budget	Alerts currently calculated using the default corporate tolerances for performance measures: Green if on target; Amber if less than 5% variance from target; Red if variance is more than 5% away from target. Please note that these tolerances are being reviewed to ensure that they are sensitive enough to represent financial performance appropriately.	On target	Monthly	Last month	Tbc	£214.2m
Projected spend against total Cultural Services revenue budget	Alerts currently calculated using the default corporate tolerances for performance measures: Green if on target; Amber if less than 5% variance from target; Red if variance more than 5% of the net budget. Please note that these tolerances are being reviewed to ensure that they are sensitive enough to represent financial performance appropriately.	On target	Monthly	Last month	Tbc	£17.9m
Projected spend against total Purchase of Care (PoC) budget	Alerts calculated as follows: Green if on target; Amber if less than 5% variance from target; Red if variance more than 5% of the net PoC budget, or less than 5% but leading to an overspend of the overall Adult Social Care revenue budget by £2m or more.	On target	Monthly	Last month	Tbc	£127m
Forecast spend on residential care as a proportion of Purchase of Care spend	Shows the proportion of total purchase of care expenditure that is spent on care with nursing and residential care homes once service user contributions have been removed.	Low	Monthly	Last month	Tbc	54%
Projected cashable efficiency savings	Variance from original target (£).	High	Monthly	Last month	Tbc	£6.6m

S:\1. Committees including SMT\13 Overview & Scrutiny Panel\4. 9 July\Integrated Performance & Risk v5

Spend against profiled capital budget (for the current financial year)	Summary % variance from profiled capital budget (for the current financial year). Capital underspends are shown as Green between 0 and 10%; Amber for >10% and Red for >25%. Capital overspends to be shown as Green between 0 and 1%; Amber for >1% and Red for >5%.	On target	Monthly	Last month	Tbc	0.0%
Premises related costs per FTE per month	Premises related expenses relevant to Community Services divided by the Total sum of FTE numbers within Community Services per month	Tbc	Tbc	Tbc	Tbc	£275.06
Residential care unit costs per week (all specialisms)	Care Home Unit Costs are average gross weekly costs for all spot-contracts and "spot-blocks" in care homes and care homes with nursing. They include any third party contributions but exclude the Free Nursing Care element in care with nursing homes paid for by Health.	Low	Monthly	Last month	Tbc	£530.72
Carbon dioxide emissions (kg) from property	This measure is currently under development.	Tbc	Tbc	Tbc	Tbc	Tbc
Staff performance	Composite measure of sickness absence, appraisals, disciplinarys, health and safety incidents). Under development.	N/A	Quarterly	Last quarter	Tbc	Amber
Staff engagement	Composite measure of resilience, employee advocacy, grievances, IIP accreditation). Under development.	N/A	Quarterly	Last quarter	Tbc	Amber
Staff resourcing	Composite measure of recruitment activity, redeployment, redundancy, HR direct resolution, management of change and culture change). Under development.	N/A	Quarterly	Last quarter	Tbc	Green
Average days sickness per FTE predicted 11/12 result (Adult Social Care)	Sickness absence per employee FTE measured against internal target. Shows the predicted year end result.	Low	Monthly	Last month	Tbc	11.19

Average days sickness per FTE predicted 11/12 result (Cultural Services)	Sickness absence per employee FTE measured against internal target. Shows the predicted year end result.	Low	Monthly	Last month	Tbc	6.62
Key risks from the Community Services Risk Register	The prospect of hitting targets for each 'key' risk on the Community Services risk register. 'Key' risks are: all on the community services risk register rated at 10+ and for which prospect of hitting target is also amber or red.	N/A	Quarterly	Last quarter	Tbc	N/A



Outcomes for Norfolk People

Measure Description		Good is...	Frequency	Direction of travel period	Target 2013/14	Result 2012/13
Compliments/complaints (all figures year to date)	Displays a rating based on performance against a range of measures: compliments/complaints ratio; proportion of complaints upheld; speed of resolution (informal complaints only); proportion resolved before formal process; cost of complaints; % Ombudsman complaints upheld. Due to targets not currently being set against all measures, the current rating is based only on results for proportion resolved before formal process and % Ombudsman complaints upheld. All results currently adult social care only. Alert calculated as follows: Green if 1.5+; Amber if 1-1.5; Red if less than 1.	High	Monthly	Last month	Tbc	1.0
Quality and effectiveness of customer access channels	This is a composite measure supplied monthly by the central Customer Service and Communications Dept. The measure displays a rating based on performance against a range of measures: Customer care standards, Avoidable contact, First contact resolution – CSC, First contact resolution – Web, Website availability, CSC Service Level, CIC availability. This indicator is developing to determine a clear indication of departmental performance. Alert calculated as follows: Green if 3.5+; Amber if 2.5-3.5; Red if less than 2.5.	High	Monthly	Last month	Tbc	3.5
All adult safeguarding	Number of safeguarding adult protection	N/A	Monthly	Last year	Tbc	1488

referrals – year to date	concerns raised relating to adults and older people					
Safeguarding measure	This measure is currently under development.	Tbc	Tbc	Tbc	Tbc	Tbc
% audited case files where assessment adequately reflects all risk to individual, staff and public (surveillance measure)	Data drawn from a quarterly Quality Assurance Systemic Audit of 100 social work case files to establish the quality of practice. NB The introduction of a new operational Instruction for staff regarding Risk Assessment in 2012/13 means the assessment criteria for this indicator have been reviewed and some cases which would previously have been considered acceptable will now be assessed as non-compliant. 2012-13 figures for this indicator are therefore not directly comparable with 2011-12 figures.	High	Quarterly	Last quarter	Tbc	28%
Repeat victimisation of domestic violence cases managed by a MARAC.	This is former National Indicator number 032. Percentage of victims of domestic violence managed by a Multi-Agency Risk Assessment Conference (MARAC) who are subject to a repeat incident of domestic violence, where violence has occurred within 12 months of a case coming to the MARAC.	Low	Monthly	Last month	Tbc	17%
% of audited case files where there is clear evidence of individuals making choices and taking control of their arrangements where they can and wish to	Data drawn from a quarterly Quality Assurance Systemic Audit of 100 social work case files to establish the quality of practice.	High	Quarterly	Last quarter	Tbc	54%
Settled accommodation for people with learning disabilities (1G)	This is ASCOF indicator 1G. The percentage of adults with learning disabilities aged 18-64 known to Councils with Adult Social Services Responsibilities (CASSRs) in settled accommodation at the time of their latest	High	Monthly	Last month	Tbc	72.1%

	assessment or review.					
Supported employment for people with learning disabilities (1E)	This is ASCOF indicator 1E. All adults aged 18-64 with learning disabilities that are known to Councils with Adult Social Services Responsibilities (CASSRs) helped into employment.	High	Monthly	Last month	Tbc	6.9%
Progress in delivery of Service Plan priorities	These measures aggregate ratings for all the relevant service plan actions falling under each priority heading. Individual RAG ratings are based on the following: Green if action successfully completed, or due to be successfully completed, on time; Amber if action underway but prospects for successful and timely completion uncertain or action has been completed partially successfully; Red if action unlikely to be completed successfully; or unlikely to be completed on time; or if action has been completed but unsuccessfully. A point score is allocated to each action according to its RAG rating and these are then averaged to produce the overall result by priority heading.	N/A	Quarterly	Last quarter	Tbc	N/A

Risk Register - Norfolk County Council - Summary (Appendix 1)

Risk Register Name		Community Services Departmental Risk Register										Red			
Prepared by		Harold Bodmer and Stephen Andreassen										High		Amber	
Date updated		31 May 2013										Med		Green	
Next update due		30 June 2013										Low		Met	
Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Current Likelihood	Current Impact	Current Risk Score	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Date of review and/or update	
Community Services Transformation	RM14079	Failure to meet the long term needs of older people	If the Council is unable to invest sufficiently to meet the increased demand for services arising from the increase in the population of older people in Norfolk it could result in worsening outcomes for service users, promote legal challenges and negatively impact on our reputation. With regard to the long term risk, bearing in mind the current demographic pressures and budgetary restraints, the Local Government Association modelling shows a projection suggesting local authorities may only have sufficient funding for Adult's and Children's care.	11/10/2012	5	5	25	2	4	8	31/03/2030	Amber	Harold Bodmer	30/05/2013	
Community Services Transformation	RM0207	Failure to meet the needs of older people	If the Council is unable to invest sufficiently to meet the increased demand for services arising from the increase in the population of older people in Norfolk it could result in worsening outcomes for service users, promote legal challenges and negatively impact on our reputation.	01/04/2011	3	4	12	2	4	8	31/03/2014	Amber	Harold Bodmer	09/05/2013	
Support & Development	RM13925	Lack of capacity in ICT systems	A lack of capacity in IT systems and services to support Community Services delivery, in addition to the poor network capacity out into the County, could lead to a breakdown in services to the public or an inability of staff to process forms and financial information in for example Care First. This could result in a loss of income, misdirected resources, poor performance against NI targets and negatively impact on our reputation.	30/04/2011	4	3	12	2	4	8	01/04/2014	Amber	John Perrott	03/05/2013	
Prevention	RM13923	Uncertainty around the shift towards investment in prevention services	There is uncertainty around achieving a general shift towards investment in prevention services by health care and housing organisations by the end of 13/14, meaning that key strategic strategies for older and disabled people were not met in line with Living Longer, Living Well. This results in poorer outcomes for service users and higher expenditure.	30/04/2011	3	4	12	2	4	8	01/12/2014	Amber	James Bullion	08/05/2013	
Transformation	RM13926	If we do not meet budget savings	If we do not meet our budget savings targets over the next three years it would lead to significant overspends in a number of areas. This would result in significant financial pressures across the Council and mean we do not achieve the expected improvements to our services.	30/04/2011	3	5	15	2	5	10	01/04/2014	Amber	Janice Dane	09/05/2013	
Cultural Services	RM13935	Loss of external funding or grants	Loss of, or significant reduction in external funding or grants from whatever source or cause could lead to a reduced capacity to deliver or threaten cultural services business viability and in-year service planning. This could result in significant overspends, unplanned recourse to revenue or reserves and potentially high severance costs.	30/04/2011	4	3	12	3	3	9	31/03/2014	Amber	Jennifer Holland	01/05/2013	

Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Current Likelihood	Current Impact	Current Risk Score	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Date of review and/or update
Transformation	RM13936	Inability to progress integrated service delivery	Inability to progress integrated service delivery between NCC and Health due to; different governance regimes, the lack of management capacity and the ongoing NHS changes. This could result in the programmes objectives not being fully met.	30/06/2011	2	5	10	1	5	5	01/04/2014	Green	Harold Bodmer	09/05/2013
Transformation	RM13929	The speed and severity of change	The speed and severity of the changes in work activities and job cuts across all areas of the department outlined necessary to achieve budget savings targets could significantly affect the wellbeing of staff. This results in increased sickness absence, poor morale and a reduction in productivity.	30/04/2011	3	4	12	2	4	8	01/04/2014	Green	Kathy Bonney	02/05/2013
Community Services Transformation	RM13911	Insufficient Capacity within the Care Market	If there is insufficient capacity within the care market to take on and provide services previously delivered by NCC. This could mean a lack of services for users, increased costs to NCC and result in legal challenges and negatively impact on our reputation	20/05/2011	2	4	8	2	5	10	31/03/2014	Green	Harold Bodmer	09/05/2013
Safeguarding	RM13931	A rise in hospital admissions	A significant rise in acute hospital admissions for whatever reason would lead to delays in the transfer of care. This would result in budget pressures, possible overspends and could negatively impact on our reputation.	30/06/2011	2	4	8	2	3	6	01/04/2014	Green	Debbie Olley	22/05/2013
Safeguarding	RM13932	If we fail with self-directed support processes	If we fail to put in place robust processes and change the culture towards self directed support it could lead to us failing to meet the targets required. This would result in service users not being able to exercise choice over their care, and may slow down the transformation of some services dependent on the availability of self directed support.	30/04/2011	3	3	9	2	4	8	01/04/2014	Amber	Debbie Olley	30/04/2013
Safeguarding	RM13924	The pace and change of legislation for "Ordinary Residence"	The pace and change of legislation, particularly around service users attaining "ordinary residence", could lead to an increased demand for services and so create significant budget overspends. This would result in worsening outcomes for service users, promote legal challenge and negatively impact on our reputation.	09/06/2011	3	3	9	2	3	6	01/04/2014	Amber	Debbie Olley	08/05/2013
Information Management	RM14085	Failure to follow data protection procedures	Failure to follow data protection procedures can lead to loss or inappropriate disclosure of personal information resulting in a breach of the Data Protection Act and failure to safeguard service users and vulnerable staff, monetary penalties, prosecution and civil claims.	30/09/2011	3	4	12	1	4	4	31/03/2014	Amber	Harold Bodmer	09/05/2013

Risk Register - Norfolk County Council - Key Risk Details (Appendix 2)

Risk Register Name	Community Services Departmental Risk Register	High Med Low	Red
Prepared by	Harold Bodmer and Stephen Andreassen		Amber
Date updated	31 May 2013		Green
Next update due	30 June 2013		Met

CDGSTP	Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Inherent Likelihood	Inherent Impact	Inherent Risk Score	Current Likelihood	Current Impact	Current Risk Score	Tasks to mitigate the risk	Progress update	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Reviewed and/or updated by	Date of review and/or update
C	Community Services Transformation	RM14079	Failure to meet the long term needs of older people	If the Council is unable to invest sufficiently to meet the increased demand for services arising from the increase in the population of older people in Norfolk it could result in worsening outcomes for service users, promote legal challenges and negatively impact on our reputation. With regard to the long term risk, bearing in mind the current demographic pressures and budgetary restraints, the Local Government Association modelling shows a projection suggesting local authorities may only have sufficient funding for Adult's and Children's care.	11/10/2012	5	5	25	5	5	25	<ul style="list-style-type: none"> Take steps to protect the Purchase of Care budget when budget planning. Invest in appropriate prevention and reablement services Integrate social care and health services to ensure maximum efficiency for delivery of health and social care The Building Better Futures Programme will realign and develop residential and social care facilities The Market Development work will help ensure the services are available that people need and want in the future The Universal Services project will help to help ensure that everybody in Norfolk has access to information at the right time to enable them to make the right decisions The Remodelling of Care Services project is designed to ensure in house services are fit for the future and deliver efficiencies Ensure budget planning process enables sufficient investment in adult social care particularly in year 3 of current plan. Continue to: try and manage needs; to identify and deliver savings in the Adult Social Care budget plan; and to ensure the issues are understood and discussed 	The Adult Social Care mitigating tasks are relatively short term measures compared to the long term risk, ie 2030, but long term measures are outside NCC's control, for example Central Government policy.	2	4	8	31/03/2030	Amber	Harold Bodmer	Harold Bodmer	30/05/2013
C	Community Services Transformation	RM0207	Failure to meet the needs of older people	If the Council is unable to invest sufficiently to meet the increased demand for services arising from the increase in the population of older people in Norfolk it could result in worsening outcomes for service users, promote legal challenges and negatively impact on our reputation.								<ul style="list-style-type: none"> Take steps to protect the Purchase of Care budget when budget planning. Invest in appropriate prevention and reablement services Integrate social care and health services to ensure maximum efficiency for delivery of health and social care The Building Better Futures Programme will realign and develop residential and social care facilities The Market Development project will help ensure the services are available that people need and want in the future The Universal Services project will help to help ensure that everybody in Norfolk has access to information at the right time to enable them to make the right decisions The Remodelling of Care Services project is designed to ensure in house services are fit for the future and deliver efficiencies 	There is growth in the budget to meet the anticipated demographic growth in the Purchase of Care budget (£3.615m in 2013-14) and there are no savings to be made directly from Purchase of Care. Overall the savings for 2011-12 were delivered in Adult Social Care and the department is forecasting a balanced outturn for 2012-13. Additional one off NHS funding received of £11.357m in 2011-12 and was used to reduce the amount of savings needing to be made in Prevention and to ensure that the department maintains its eligibility criteria as 'Critical and Substantial'. Similar amount of one off additional NHS funding (£10.952m) was received in 2012-13 and was used to offset similar savings as in 2011-12. One off Winter Pressures funding for 2011-12 of £2.6m for Norfolk has been transferred from the NHS Norfolk and Great Yarmouth to NCC. NCC carried this forward to 2012-13. The Additional NHS funding in 2013-14 is £14.956m and what it will be spent on will be agreed with Health partners.								

CDGSTP	Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Inherent Likelihood	Inherent Impact	Inherent Risk Score	Current Likelihood	Current Impact	Current Risk Score	Tasks to mitigate the risk	Progress update	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Reviewed and/or updated by	Date of review and/or update
					01/04/2011	3	4	12	3	4	12	<p>services are fit for the future and deliver efficiencies</p> <ul style="list-style-type: none"> • Ensure budget planning process enables sufficient investment in adult social care particularly in year 3 of current plan 	<p>Will also be getting 2012-13 Winter Pressures funding of £1.498m. A review of the fees paid to the independent sector has been undertaken as part of "Understanding the cost of care and promoting quality" and informed the inflationary uplift discussions with provider representatives. NHS Norfolk and Great Yarmouth provided £2.3m of reablement funding in 2012-13 which was used to fund the Norfolk First Support, Night Owls and Swifts services and to offset the savings for the year in this area, whilst the service was re-engineered. The four rounds of applications to the Living Well in the Community Fund (aka Prevention Fund) have been assessed by the Living Well in the Community Funding Panel and the successful applicants informed. The fund was £1.564m. Following the setting up of Norse Care in April 2011 the Building Better Futures 15 year transformation programme of the previous in house residential homes is starting with the reprovision of three residential homes in the Eastern Locality.</p> <p>This is part of the Building Better Futures project which is a 15 year transformation programme to deliver more Housing With Care placements in accordance with peoples' preferred model of care and six dementia units as well as more places being provided by the independent sector to help meet the demographic growth. Tenants moved into Green Lane View Housing With Scheme in November 2012. This scheme has replaced Aegel House for Older People. Personal Budgets are being rolled out for people in day services. A Portal has been developed for the citizens of Norfolk to access for advice and support on social care. The Later Life Care Planning Service went live on 11 July 2012. The new service increases the support and information available to people who need help and advice about how to fund their own care. A new project is starting on Support for Self Funders. The ongoing retender of some of the homecare tenders is trying to address rurality issues.</p> <p>The Integrated Community Equipment Service started in April 2013 and it is estimated will deliver savings for Adult Social Care of £1.5m pa. The subsidy has been removed from all the meals on wheels services and most of the day centres and luncheon clubs, with discussions underway re meals provided in Housing With Care schemes. Savings are being delivered by the Remodelling of In house day services and on transport through route reviews/reprocurement.</p>	2	4	8	31/03/2014	Amber	Harold Bodmer	Janice Dane	09/05/2013

CDGSTP	Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Inherent Likelihood	Inherent Impact	Inherent Risk Score	Current Likelihood	Current Impact	Current Risk Score	Tasks to mitigate the risk	Progress update	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Reviewed and/or updated by	Date of review and/or update		
						4	4	16	4	3	12			2	4	8							
D	Support & Development	RM13925	Lack of capacity in ICT systems	A lack of capacity in IT systems and services to support Community Services delivery, in addition to the poor network capacity out into the County, could lead to a breakdown in services to the public or an inability of staff to process forms and financial information in for example Care First. This could result in a loss of income, misdirected resources, poor performance against NI targets and negatively impact on our reputation.	30/04/2011	4	4	16	4	3	12	<ul style="list-style-type: none"> Ensure ICT capacity issues are being addressed by CareFirst Management Board and ICT Steering Group. Children's Services, Adult Care, Finance and PPP planning requirements for 13/14 have been agreed by CFMB - this includes a full roll out of laptop technology to support full remote working. Continue to request ICT Steering Group to set aside some capacity for smaller departments where small input can have substantial gains. Use the additional OLM consultancy days approved to ensure development and delivery of MSC Phase 2, Care First Upgrade and Portal. CareFirst Management Board has implemented processes to ensure available ICT resources are allocated to Children's Services (ChS), Adult Social Care (ASC) and Finance on an agreed service priority basis. Active monitoring of the ICT resource is being developed to understand and address quality and workflow issues. 	<ul style="list-style-type: none"> The ICT Business Partner pulls together CareFirst and other ICT developments for ChS and ASC in the form of commissioning documents that feed into UICT Steering Group and CFMB.. New Strategic Plan has been developed and approved by ICT Steering Group (which now has Adult Social Care and Cultural Services representation) the new ICT Lead Tom Baker is working towards supporting strategic service developments that will see dividends in the medium term. The ASC Care First ICT group ensures priorities are co-ordinated and agreed and presented to CFMB to access the required ICT resource. Additional meetings will be implemented to take forward ICT aspects of the Integration agenda. The automatic Resource Allocation System was successfully implemented in March 2013 (the first of its kind in the the country - this allows for electronic calculations of Personal Budgets and has made operational and administrative efficiencies. The Cabinet approved OLM consultancy days are being utilised as planned for MSC2, CF 6.4.1 upgrade and the Portal. The CareFirst Production Review group, Action Plan developed for ICT 'recovery' in Cultural Ser 	2	4	8	01/04/2014	Amber	John Perrott	John Perrott	03/05/2013		
												<ul style="list-style-type: none"> Engage with the rollout of the corporate Enterprise Content Management System (ECMS) and create a joint business case for electronic Social Care records with ChS and Finance. Continue to work with ICT services to identify ways of resolving the network capacity issues on the library network. 	<ul style="list-style-type: none"> Weekly checkpoint meetings for ASC and ICT in place to ensure delivery of ACMR and IRS changes - ceased as project delivered on time.. Weekly checkpoint meetings between ASC premises staff/ ICT and contractors in place to ensure delivery of CC/CSC operations at VH have ceased as the project was delivered on time. Resilience improvements at Vantage House are organised for 10 March to support BC. CareFirst upgrade being organised at same time as resilience upgrades to minimise downtime. Work Area recovery for Care Connect/CSC at Woodside Road PDC being reviewed 03/13. 										

CDGSTP	Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Inherent Likelihood	Inherent Impact	Inherent Risk Score	Current Likelihood	Current Impact	Current Risk Score	Tasks to mitigate the risk	Progress update	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Reviewed and/or updated by	Date of review and/or update		
						4	4	16	3	4	12			2	4	8							
D	Prevention	RM13923	Uncertainty around the shift towards investment in prevention services	There is uncertainty around achieving a general shift towards investment in prevention services by health care and housing organisations by the end of 13/14, meaning that key strategic strategies for older and disabled people were not met in line with Living Longer, Living Well. This results in poorer outcomes for service users and higher expenditure.	30/04/2011	4	4	16	3	4	12	<ul style="list-style-type: none"> • Agreement with NHS for investment in social care services in place for year 11/12 • Prevention strategy in place and agreed by Cabinet • The Council has established a one off Living Well in the Community Fund • Ensure an agreement is reached with NHS and housing organisations on prevention investment for 13/14 • Members to reach a view this year on whether to put funding into the Living Well in the Community Fund • We will agree with members the areas for priority for prevention as part of the budget planning process for 2012-13. 	<p>The CSR budget requirements agreed a 40% reduction in prevention spending however this was reduced to 28% following the announcement of additional NHS funding and the removal of the 2011/12 saving of £5m. This resulted in an £11m reduction in prevention spending. £5m in 2012/13 and £6m in 2013/14. This requires significant service and contract reviews. Revised arrangements for reablement services will commence from April 2013, but a financial commitment for joint funding from Clinical Commissioning Groups, whilst expected, is not yet concluded. The Living Well in the Community Fund has been operational and successful bids were approved for the first 3 rounds, with a further round to go. The Council has established a further fund of £3.5m which includes support to organisations in transition from block contracts to sport arrangements and includes an amount of building community capacity. Work on revised service level agreements has been completed with implementation from October 2012 in time for the financial year 2013.</p> <p>Amendments to Supporting People funding is complete for 12-13. Trading arrangements for Assistive Technology have begun. New contractual arrangements for Information, Advice and Advocacy are operational. The Council has looked at improving community based prevention activity as part of Enterprising Norfolk. Ageing Well now forms part of a joint approach with Public Health. The Council has identified £5m over five years for additional investment in prevention ('Strong and Well').</p>	2	4	8	01/12/2014	Amber	James Bullion	James Bullion	08/05/2013		
												<p>Cross Cutting Review of Prevention underway as part of enterprising Norfolk Enabling Communities Workstream underway as part of Enterprising Norfolk, aimed at a new approach to demand management and avoiding costs</p>	<p>A cross cutting review of Community Prevention for Social Care has commenced as part of enterprising Norfolk, which will look at the use of shared resources across the whole council. A dedicated workstream within Enterprising Norfolk is looking at our approach to enabling communities, and specifically at the issue of demand avoidance in future service levels. Agreement was reached with Norfolk's Clinical Commissioning Groups for joint commissioning of NCC Norfolk First Response Services - achieving income of £1.3m in line with savings plans for 13-14. Approval was granted by Norfolk's Health and Well-being Board for our Ageing Well initiative (linked to the Public Health Healthy Towns programme) and this worked has commenced through a dedicated post within Community Services.</p>										
D	Transformation	RM13926	If we do not meet budget savings	If we do not meet our budget savings targets over the next three years it would lead to significant overspends in a number of areas. This would result in significant financial pressures across the Council and mean we do not achieve the expected improvements to our services.	30/04/2011	3	5	15	3	5	15	<ul style="list-style-type: none"> • All efficiency and savings targets are being managed through our transformation and efficiency programme. • The transformation workstreams are all being operated within tight governance arrangements and are supported by the CPO • Additional funding available from the NHS for 2012-13 and for 2013-14. • Transformation Board in place and meeting monthly to monitor progress with workstreams. 	<p>Savings Tracking Monitoring Spreadsheet has been introduced and is reported to the Community Services Transformation Programme Board as well as being part of corporate reporting. Overachieved savings in 2011/12, with Cabinet agreement put £2.5m in reserves and reported £-0.992m underspend for Adult Social Care in 2011-12. Forecast is to achieve balanced budget in 2012-13. There was additional one off NHS funding for 2012-13 (Reablement - and Winter Pressures funding). Additional NHS Funding for Social Care for 2013-14: £14.956m (£11m in 2012-13) - have to agree spend with Health partners. Have agreed inflationary uplift for providers that equals amount in budget plan.</p>	2	5	10	01/04/2014	Amber	Janice Dane	Janice Dane	09/05/2013		

CDGSTP	Area	Risk Number	Risk Name	Risk Description	Date entered on risk register	Inherent Likelihood	Inherent Impact	Inherent Risk Score	Current Likelihood	Current Impact	Current Risk Score	Tasks to mitigate the risk	Progress update	Target Likelihood	Target Impact	Target Risk Score	Target Date	Prospects of meeting Target Risk Score by Target Date	Risk Owner	Reviewed and/or updated by	Date of review and/or update	
													Risks for 2013-14 include: uncertainty around income for Continuing Health Care; and appears to be decline in income from service user contributions. Now have agreement from the new CCGs (Clinical Commissioning Groups) to provide reablement funding which should enable the department to achieve the budgeted reablement savings.									
D	Cultural Services	RM13935	Loss of external funding or grants	Loss of, or significant reduction in external funding or grants from whatever source or cause could lead to a reduced capacity to deliver or threaten cultural services business viability and in-year service planning. This could result in significant overspends, unplanned recourse to revenue or reserves and potentially high severance costs.	30/04/2011	4	3	12	4	3	12	<ul style="list-style-type: none"> Stringent monitoring of performance to ensure that targets are met. Regular liaison with funding bodies. Maintain awareness of potential sources of external funding. Monthly monitoring by CSD finance team and reporting to DoF, Cabinet, Panel and Joint Committees. NMAS looking at income generation streams and new business models, NRO efficiencies board looking at external funding. Ensure there are strong exit strategies built into each Project All claims to funders will be vetted by CSD Finance Team prior to submission to check financials and outputs. 	AdEd negotiating with Skills Funding Agency and making provision with revenue from reserves. A programme of voluntary and compulsory redundancy is in place (April/May 2013) School Library Service is improving income forecasts, has a new sales strategy and has developed a small reserve. NGS monitoring with Unit Head, Finance Team and Senior Managers. Arts Council funding for NMAS is secured for 3 years. NMAS commercial manager is in place. Actions taken to mitigate reductions in Arts Grant budget.	3	3	9	31/03/2014	Amber	Jennifer Holland	Jennifer Holland	01/05/2013	
D	Information Management	RM14085	Failure to follow data protection procedures	Failure to follow data protection procedures can lead to loss or inappropriate disclosure of personal information resulting in a breach of the Data Protection Act and failure to safeguard service users and vulnerable staff, monetary penalties, prosecution and civil claims.	30/09/2011	3	5	15	3	4	12	<p>New staff not allowed computing access until they have completed the data protection and information security e-learning courses. Mandatory refresher training and monitoring rates of completion of training. Introduction of more stringent rules to ensure sensitive information is sent to the correct recipient. Monitoring and reporting regime, including monthly reports to COG, now established. Work in progress on a standardised mechanism for investigating breaches.</p> <p>A workbook on data protection and information security has been published for staff and volunteers who have no computer access.</p>	Any cases reported to Performance Board.	1	4	4	31/03/2014	Amber	Harold Bodmer	Janice Dane	09/05/2013	
												A workbook on data protection and information security has been published for staff and volunteers who have no computer access.	All user emails are being sent on a regular basis. Issue of fax machines is being reviewed. Corporate Risk reviewed by Information Compliance Group in Jan 2013.									






Appendix A - Community Services performance dashboard

Reported July 2013

Headline performance in key areas as we deliver the Transformation Programme, meet budget reductions and deliver our service plan.

Managing Change				Managing our resources					
Overall assessment of Transformation programme status		DoT Alert		(Most recently available data used; DoT compares to last period, or same time last year)					
Adult social care transformation*	➡	Amber		Managing the budget		Value	DoT	Alert	
Cultural services transformation*	➡	Green		Projected spend against total Adult Social Care revenue budget	£214.2m	-	Green		
Assessment by project – social care				Projected spend against Cultural Services revenue budget	£17.9m	-	Green		
Universal services and information*	➡	Green		Projected spend against total Purchase of Care budget	£127m	-	Amber		
Remodelling of care – Day services*	➡	Amber		Forecast spend on residential care as a proportion of Purchase of Care spend	54%	✓	Green		
Remodelling of care – Meals*	➡	Amber		Projected cashable efficiency savings	£6.6m	-	Green		
Remodelling of care – Transport*	➡	Amber		Spend against profiled capital budget (for the current financial year)	0.0%	-	Green		
Integration*	➡	Amber/Green		Premises related costs per FTE per month (under development) (EOY)	-	-	-		
ICES (Integrated Community Equipment Service)*	➡	Green		Residential care unit costs per week (all specialisms)	£530.72	✓	Amber		
MSC Phase Two (Non-Residential)*	➡	Amber		Carbon dioxide emissions (kg) from property (under development)	-	-	-		
The Portal*	➡	Amber		Organisational productivity					
Review of Service Level Agreements*	➡	Amber		[Q]Staff performance (composite of sickness absence; appraisals; disciplinarys; health/safety incidents)		✗	Amber		
Assessment by project – cultural services*				[Q]Staff engagement (composite of resilience; employee advocacy; grievances; IIP accreditation)		✗	Amber		
Museums efficiencies*	➡	Green		[Q]Staff resourcing (composite of recruitment activity; redeployment; redundancy; HR direct resolution; management of change and culture change)		-	Green		
Libraries efficiencies*	➡	Green		Average days sickness per FTE (adult social care)*	11.19	✓	Green		
Record office efficiencies*	➡	Green		Average days sickness per FTE (cultural services)*	6.62	✗	Amber		
				[Q]Key risks from the Community Services Risk Register					
				Failure to meet the needs of older people		➡	Amber		
				If we fail with self-directed support processes		➡	Amber		
				Uncertainty around the shift towards investment in prevention services		➡	Amber		
				If we do not meet budget savings targets		➡	Amber		
				Loss of external funding or grants		➡	Amber		
				Lack of capacity in ICT systems		➡	Amber		
				The speed and severity of change		➡	Amber		
Quality and performance of services				Outcomes for Norfolk people					
(Most recently available data used; DoT compares to last period, or same time last year)				(Most recently available data used; DoT compares to last period, or same time last year)					
Universal services		Value	DoT	Alert	People's view on Council services		Value	DoT	Alert
Library users (both physical and virtual)*	10,038,984	✓	Green	Compliments/complaints (all figures YTD)	1.0	-	Green		
Museum visits*	357,577	✓	Green	Accessing the Council including advice and signposting services					
People's needs addressed at point of contact	52.6%	↑	Surveillance	Quality and effectiveness of customer access channels (composite measure)	3.5	✗	Green		
Care Management				Services to protect people					
% of all completed assessments which were for self funders	12.3%	↑	Surveillance	All adult safeguarding referrals – year to date	1,488	↑	Surveillance		
Self Directed Support (composite of processes and systems, levels of users and cash payments)*		➡	Amber	Safeguarding measure (under development)	-	-	-		
Waiting times for Personal Budgets (average days in year so far)	86.0	↓	Surveillance	[Q]% audited case files where assessment adequately reflects all risk to individual, staff and public (surveillance measure)	28%	↓	Surveillance		
Delayed transfers of care attributed jointly or solely to social care (per 100,000 population 18+) (2C Part 2)	2.1	➡	-	Repeat victimisation of domestic violence cases managed by a MARAC (Old NI 032)	17%	✓	Green		
[Q]Carers supported following an assessment or review (Old NI 135)*	49.5%	✓	Green	Independence					
[Q]% of audited case files where there is not evidence of appropriate involvement from others e.g. carers	6%	↓	Surveillance	% of audited case files where there is clear evidence of individuals making choices and taking control of their arrangements where they can and wish to	54%	↓	Surveillance		
[Q]% of audited case files where planning is informed by assessment findings including mental capacity where applicable	98%	↑	Surveillance	Settled accommodation for people with learning disabilities (1G)*	72.1%	✗	Green		
Independence				Supported employment for people with learning disabilities (1E)*	6.9%	✓	Green		
Prevention services measure (under development)	-	-	-	[Q]Progress in delivery of service plan priorities					
Permanent admissions age 18-64 to residential and nursing care (per 100,000 population 18-64) (2A, Part 1)*	52.5	✗	Red	Deliver budget savings as set out in the County Council Plan			Green		
Permanent admissions age 65+ to residential and nursing care (per 100,000 population 65+) (2A, Part 2)*	822.7	✗	Red	Work closely with health services to provide and commission community-focussed services around GP surgeries			Green		
% of older people (65+) still at home 91 days after discharge from hospital into reablement/rehabilitation services (2B/Part 1)*	88.7%	✓	Green	Provide all people eligible for social care a choice through personal budgets			Amber		
Quality of commissioned services				Deliver high quality accessible cultural services			Green		
[Q] % of CQC reviews of outcomes within care services found to be compliant	78.15%	↑	Surveillance	Promote opportunities for people to be independent and active within their community			Green		
[Q] % of CQC reviews of outcomes within care services with major concerns	4.1%	↓	Surveillance	Target interventions to make sure vulnerable people are safe			Green		
				Promote the economic wellbeing of Norfolk by supporting major sport and cultural events			Green		

Key

Performance		DoT - Direction of travel i.e. better or worse than the previous month.
Green	Performance is on target, no action required.	  Performance has got worse.
Amber	Performance is slightly off-track.	  Performance has improved.
Red	Performance is worse than the target, action required.	 Performance has stayed the same.
↑	Value on a surveillance measure has shown an increase – this does not automatically indicate worsening or improving performance	
↓	Value on a surveillance measure has shown a decrease – this does not automatically indicate worsening or improving performance	
EOY	Value indicates end of year result from 11/12 – no new data available for 12/13 yet	
*	Indicates new data since last report	
Surveillance	<p>Surveillance measures are indicators that we don't set a target for because:</p> <ul style="list-style-type: none"> • Setting a target would be wrong – for example we want people to report adult safeguarding concerns, but it would be inappropriate to set a target for higher referrals • The indicator tells us about the context for our services, but does not measure our performance – for example the % of assessments for self funders – because we don't control how many self funders contact us • Where performance isn't entirely within our control – for example the compliance levels of our providers <p>We continue to report these because they have a significant impact on demand for services or outcomes for Norfolk people and are important for Panel to note.</p>	
Reporting period	<p>Most recently available data used; DoT compares to last period, or same time last year.</p> <p>Unless prefixed by either a [Q] or [A] (representing Quarterly or Annually respectively) each measure is monitored monthly.</p>	

Remodelling of Care (ROC); Independence Matters; contractual arrangements for a jointly owned Social Enterprise

Report by the Director of Community Services

Summary

On 6 November 2012, the Community Services Overview and Scrutiny Panel considered the Remodelling of Care (RoC) Member Working Group report and options appraisal for the delivery of in-house Personal and Community Support Services (PCSS). On 3 December 2012, Cabinet authorised the Director of Community Services to arrange for a social enterprise, that would deliver;

- a. core care values that meet user, carer and parent-carer expectations for employment, development, community living and fulfilled lives;
- b. balanced risks, ensuring that high quality services continue;
- c. a partnership with the County Council, with accountability arrangements that include councillor representation;
- d. strong support from the staff;
- e. strong partnerships with voluntary and community groups, including the potential for community direct delivery of services where appropriate.

The Social Enterprise, Independence Matters, is being established, to be owned 49% by the Council and 51% held in trust for the employees. It will have a guaranteed contract for up to 5 years. Council staff will transfer to the enterprise, improve the service for customers in line with expectations and personal budgets, attract new business and, with the Council as landlord, improve the environment for the staff and customers. At the end of this contract period, the Council will consider its future contractual intention. Staff will have the full transfer protections of the TUPE legislation.

This report outlines the main terms of the contract. The current in-house Personal and Community Support Services (PCSS) has achieved savings over the past two years (£1.750m) to become business-like and ready. The enterprise should result in further long term savings and be an important high quality provider in the not-for-profit local social care market. The development of the enterprise, its legal and contractual protections, and staff development plans have had considerable support from external experts (funded by the Government's cabinet office). The full procurement business case is available to members on request.

Action required

Overview and Scrutiny Panel are asked to:

- a. Support the proposed contractual relationship with the enterprise, noting the main terms and risks;
- b. Support the premise that the additional costs arising from the pensions deficit, and the transfer of shared services and redundancy costs are funded corporately by the Council;
- c. Support the attached Interim Enterprise Development Plan from the emerging Social Enterprise, Independence Matters.

1 Background

1.1 Following the Cabinet agreement on 3 December 2012 to establish a Social Enterprise, work has been undertaken to finalise the Full Business Case, with a draft contract and an interim Enterprise Development Plan. This report presents the draft contract and Enterprise Development Plan to Overview and Scrutiny Panel for support as the basis for how the Social Enterprise will operate. The arrangements are a joint approach between the Council and its staff to give them more independence and authority to spin-out and run services with a community interest focus, combined with the support from the Council to help them succeed and manage risks to customers.

1.2 The intention is to “go live” with the new arrangements in November 2013. This report highlights the key features of each document to enable elected members to understand the proposed sourcing strategy and be confident that the strategy can be recommended to Cabinet.

1.3 The Full Business Case

1.3.1 The Full Business Case (FBC) set out the rationale for and details of new arrangements in which a staff led social enterprise becomes the provider of the Council’s Personal and Community Support Service which supports adults with learning disabilities, older people, people with dementia and people with physical disabilities and includes:

- a. Day services, some of which are provided from a community hub
- b. Personal Assistants’ Service
- c. Supported Living and floating support
- d. Respite Services – offering short breaks for older people or those with disabilities
- e. Norfolk Industries – employment opportunities for disabled people

1.3.2 That case was presented previously to the Council’s Overview and Scrutiny Panel and Cabinet, and was discussed in detail by the Member working group on the Remodelling of Care. That cross party group, over the course of a year, considered the documents, heard expert evidence and talked to customers in person, and concluded that a case for change was made, and expressed support for a social enterprise approach.

1.3.3 The FBC identified a number of potential benefits of a social enterprise for adult social care in Norfolk. A social enterprise allows us to take on some of the challenges facing adult social care in Norfolk making a significant difference to the lives of those who need services, and their carers, by creating an organisation that:

- a. Has customers and carer involvement built in – customers and carers will be represented on the board and on advisory bodies, so changes and other major decisions are designed with and supported by them
- b. Is part-owned by its staff, who will also be represented on the Board. Many staff-owned enterprises – such as John Lewis – are proven to be more efficient, innovative and better attuned to what their customers want
- c. Has the flexibility to develop what customers want to buy with their personalised budgets, direct payments or as self funders
- d. Benefits from working closely with the Voluntary and Community Sector and Health Service
- e. Can access social finance which is increasingly available in the market from

social investors

- f. Allows any surpluses to go straight back into the service and the community it serves – this encourages innovative and market-focused thinking and an element of risk-taking
- g. Helps the Council achieve its aim of improving choice in the market place for people who need support to live safely and independently.

1.4 The Interim Enterprise Development Plan

1.4.1 Following the decision to establish a social enterprise, staff within the Personal and Community Support Services have, with the support of external experts, developed an interim Enterprise Development Plan (attached as Appendix A). This is a draft first business plan proposed by the new enterprise whose purpose is to satisfy the Council that the enterprise is capable of carrying out the contract successfully and developing within three to five years into a sustainable provider of quality care and related services meeting service users and customers' needs.

1.4.2 Once approval to enter into the contract is obtained from Cabinet, a final Enterprise Development Plan will be drawn up and considered by the Board who will oversee the new Company (shown in Appendix A). That Board includes Councillor membership and is the means by which the Council will help steer the enterprise.

1.5 The proposed Contract

1.5.1 The contract establishes the legal and commercial relationship between the Council and the social enterprise and sets out the Council's requirements and terms upon which the Council is prepared to do business. The detailed arrangements will be set out in the schedules to the contract which will continue to be developed over the coming weeks. Commissioners will determine and agree the service specification which will be set out in Schedule One of the contract. A draft of the contract is attached as Appendix B.

2 Key Features of the contract

2.1 The CIC will be a joint venture Community Interest Company in which, at the outset, the transferring staff will have a 51% shareholding with the Council owning the remaining 49%. The Council will have a seat on the CIC board but the staff will have the majority of voting rights. The new enterprise will be staff led and will become a full mutual at the conclusion of the contract, at which point the Council's shareholding will automatically transfer to the company.

2.2 The Council cannot enter into a public contract of this kind with the CIC without a competitive procurement process unless the arrangement satisfies three criteria throughout the contract operating period:

- a. The Council can exercise a degree of control over the CIC equivalent to that which it exercises over one of its departments. We will achieve this through an Enterprise Development Board (EDB). The draft terms of reference, powers and membership of the EDB are set out in Schedule Four of the contract.
- b. No more than 15% of turnover is derived from income generated outside the contract with the Council itself. This will be achieved by a specific requirement within the contract itself.
- c. There can be no private investor interest in the CIC. The staff will own shares and on the face of it could be considered to be private investors. We

will obviate the risk of this by requiring all staff shares to be held in an Employee Benefit Trust set up and administered by the Council and forbid any trading in those shares. The detailed arrangements will be set out in Schedule Six of the contract.

- 2.3 The roll out and take up of personal budgets means that the Council cannot guarantee payments to a service provider through traditional block contracting arrangements as it cannot know in advance how many service users will use the various services offered by the provider organisation. This situation creates a risk of over or under payment. The Council, therefore, needs a deal that incorporates a mechanism to provide reasonable certainty of minimum payment to the provider whilst also being flexible enough to reflect actual demand and use of services. At the same time, the deal needs to be capable of contributing towards the challenging net budget reduction targets which will be established for the period 2014 to 2017.
- 2.4 Commissioners will determine the likely level of demand and priorities within the Purchase of Care budget for the various services from service users over the contract period and specify key outcomes and levels of service to be achieved by the new enterprise. The detailed service specification will be set out in Schedule One of the contract.
- 2.5 Finance officers will calculate a unit cost for the delivery of services in line with the latest advice from the European Commission so that potential State Aid issues are avoided. This process will determine the Minimum Sum which the Council will pay. The Enterprise Development Board will determine and, where necessary, may vary the value of the Minimum Sum as required throughout the contract operating period. The detailed method and resultant unit cost values and the Minimum Sum will be set out in Schedule Two of the contract. This schedule will contain exempt information and will not be made public.
- 2.6 The enterprise will be incentivised to continually review and reduce operating costs to match, or better, market averages for comparable services through being able to retain all net efficiency savings for self investment subject to any determinations made by the Enterprise Development Board regarding the unit costs and State Aid.
- 2.7 The Council will need to ensure that it achieves its own savings and value for money through appropriate evaluations of the unit costs and management of the contract, management of expenditure through locality based commissioning practice and reductions in the cost of shared support services as a result of reductions in Council staffing levels in the shared services following the TUPE transfer of about 530 full time equivalent staff in PCSS. The TUPE transfer details will be contained in Schedule Three of the contract. This schedule will contain exempt information and will not be made public.
- 2.8 **The Contract**
- 2.8.1 The draft contract (attached at Appendix B) is in the form of an Enterprise Development Agreement intended to result in the creation of a sustainable Community Interest Company within 3 years.
- 2.8.2 There is an option for the Council to extend the contract for a further 2 years prior to considering its future contracting intentions.

- 2.8.3 The contract requires the new enterprise to do three things, namely, to carry out and develop:
- a. All the care services previously carried out by the Council's Personal and Community Support Services and the Mental Health Stepping Out team
 - b. New Enterprise Services comprising care services provided to full paying customers generating profits for reinvestment in the Enterprise
 - c. Community Hub Services comprising the efficient and effective use and management of the Council's day services buildings and activities to help the Council deliver its Community Hub strategy including buildings rationalisation and community involvement.

- 2.8.4 The contract will require the new enterprise to continue to use the Council's shared support services for a period of up to 12 months to enable the Council to rationalise those services following the TUPE transfer of approximately 530 full time equivalent PCSS staff. Thereafter the enterprise will be free to source those services from the market or the Council whichever it decides offers the best value for money.

2.9 **Redundancies**

- 2.9.1 The new arrangements are not intended to result in redundancies. However, the enterprise will be encouraged to develop new ways of working which are more effective, efficient and economical to support high quality services.

- 2.9.2 Where redundancies are necessary to support new ways of working or due, for example, to a decline in people wanting to use services provided by the enterprise, the Council's usual approach to staffing adjustment will be followed and the costs will be borne corporately by the Council on an invest to save principle.

2.10 **Pensions**

- 2.10.1 The enterprise will become an admitted body in the Norfolk Local Government Pension Scheme (LGPS). This means that the pension rights of all transferring staff will continue as if they were still employed by the Council. The transfer will be on a closed basis which means that the new enterprise will not be able to offer entry into the LGPS to new employees taken on after transfer. The Council's policy in relation to pensions risk sharing in contractual relationships is reflected in the contract and requires the Council to bear potential additional costs resulting from actuarial valuations. The staff transferring under this arrangement would continue to be covered by the relevant legislation in respect of TUPE and pensions in the event of their further onward transfer to another organisation.

- 2.10.2 An actuarial valuation on a closed basis will be carried out shortly before transfer. This will result in a requirement for higher employer contributions (estimated at this stage to be 5-10% more than the current contributions) because the scheme is a defined benefit scheme and is currently in deficit, as are many other schemes. The Council's policy in relation to pensions risk sharing in contractual relationships is reflected in the contract and requires the Council corporately to bear these additional costs.

- 2.10.3 Recent changes in pensions law will require all employers (with the exception of very small employers) to automatically enrol current and future employees who are eligible job holders (or request to do so) into a qualifying pension scheme. Local authorities will be required to use the LGPS, whereas the new enterprise will be

free to use any qualifying scheme.

- 2.10.4 Even though the enterprise will not be legally obliged to auto-enrol employees until June 2017, it will offer all new employees the government backed National Employment Savings Trust (NEST) scheme or equivalent. This is a defined contribution scheme with guaranteed contributions from the employer topping up employee contributions and attracts tax relief. Combined with the flexibility to increase contributions at any time after the contract period, it provides an attractive and affordable option for both the enterprise and the Council. Combined with the pension offer, employees of the enterprise will of course enjoy the added benefit of being share holders and after the contract period the enterprise will be free to reward staff shareholders as other staff-owned companies like John Lewis do or in any other way they see fit.
- 2.10.5 As transferred employees who were members of the LGPS leave employment and are replaced by new employees enrolled into the NEST scheme or equivalent, savings will accrue because the employer's contribution to the NEST scheme is lower than for the LGPS. The additional costs following actuarial valuation of the TUPE transferred employees (who will remain in the LGPS) will be offset over the contract period by the lower employer contributions required in the alternative NEST pension scheme. However it will take a number of years for the additional costs relating to the Pensions deficit for existing employees to be offset by the lower employer contributions relating to new employees. This is an issue whenever a group of staff leave, for example outsourced to another organisation, including Norse.
- 2.10.6 In order to evaluate the financial implications of the proposed pension arrangements a number of assumptions have been made based on best estimates from what we know or can reasonably expect as shown below:
- a. The actuarial valuation results in a requirement to increase employer pension contributions for the transferred staff by 10% which is at the top of the estimate (anything lower than this will increase savings)
 - b. The average salary is £14,700 per annum (based on current workforce profile)
 - c. The rate of churn in the LGPS transferred cohort is 6% (based on current workforce profile)
 - d. The employer contribution to the pension scheme for new employees is 3% (based on minimum employer contributions required in qualifying schemes)
- 2.10.7 We would expect gross savings from the lower employer contribution to the pension scheme for new employees (before the impact of the increased employer contributions are taken into account) to accrue immediately reaching a cumulative amount of £0.467m by the end of the third full year and rising to a cumulative £0.944m by the end of the fifth full year. The gross savings in the fourth year are £0.181m and in year six £0.256m.
- 2.10.8 These savings are outweighed in the early years by the initial extra employer contribution costs for the transferred staff until the sixth year after which the cumulative net savings accrue rising to £2.644m after 10 years and £16.429m after 20 years. The net savings in year 10 are £0.498m and £1.120m in year 20.
- 2.10.9 Savings will accrue more quickly if churn in staff is greater than 6% and/or the increased contributions are less than 10%.

If, for example, the rate of increased employer contribution was 5% then net savings would accrue from the second full year of the contract rising to a cumulative amount of £0.378m by the end of the third year and would rise to cumulative savings of over £5m by the end of year 10.

- 2.10.10 Clearly without an actuarial valuation and more detailed work being carried out these are just estimates and a guide to the financial implications.
- 2.10.11 If the transfer was on an open basis, meaning that the new enterprise will be able to offer entry into the LGPS to new employees taken on after transfer, the additional employer pension contributions are estimated to be between 2% and 7%. However, there would be no long term efficiencies/savings from new staff being enrolled on the NEST or equivalent pension scheme and would also mean that the social enterprise was less competitive price wise.
- 2.10.12 The Council as an employer does not have any pension option except the LGPS and the ability of the enterprise to offer NEST or equivalent will be a key element in its financial sustainability. Any savings up to a ceiling to be determined by the Enterprise Development Board and in line with State Aid requirements for Services of General Economic Interest (see below) arising from reduced contributions will be retained by the company. Savings beyond the ceiling will be clawed back by the Community Services Department of the Council to contribute to savings requirements.
- 2.11 **State Aid**
- 2.11.1 The new enterprise will carry out the services that the Council itself was providing prior to transfer. These services are Services of General Economic Interest (SGEI) within the meaning of European law. Where an enterprise provides SGEI on behalf of a public body at a price that compensates the enterprise for its costs and a reasonable element of profit State Aid does not arise.
- 2.11.2 In the absence, however, of a procurement which tests the market price for services, it can be problematical to be sure that the price paid for services equates to proper compensation based on an efficient operator. Any payment above this level is an aid but escapes the requirements if it does not exceed €500,000 over any 3 fiscal years.
- 2.11.3 In addition any payments made by the contractor to the Council for the use of assets and property, for example, that are lower than a fair market price are also likely to amount to State Aid.
- 2.11.4 The new enterprise will support the Council's Community Hub Strategy obviating the need for the Council to incur the additional costs of employing staff or contractors to manage the use of its day services buildings. The value of these services will be taken into account in assessing the unit costs as will the social value of the enterprise's activities as a whole.
- 2.11.5 The contract forbids any cross subsidy to support the development and delivery of enterprise commercial services, i.e. provision of services to new customers outside the Council contract. State Aid in this respect will therefore not arise.
- 2.11.6 Pre-contract price benchmarking suggests that the contract price will be broadly in line with the market where the market offers comparable services. In some cases of very high dependency the market does not supply the services required at all

and no comparator is available. In addition there continues to be price volatility in the market as commissioners review contracts.

- 2.11.7 Unit costs of provision will fluctuate as personal budget choices are made, although overall we expect unit costs to continue to fall during the contract operating period which means that the judgement about a fair market price cannot be made on a one off basis at the beginning of the contract. If the numbers of people using the services falls significantly, the unit costs would increase, due to economies of scale, but the department feels this is a small risk.
- 2.11.8 To overcome these potential difficulties the contract requires the Enterprise Development Board to consider unit costs on a quarterly basis adjusting the price to be paid if necessary. At the end of the contract, the Enterprise Development Board will judge whether and to what extent, if any, the enterprise has been over compensated through the unit prices agreed or in any other way and the enterprise will be required to repay the Council any such overpayment exceeding the permitted *de minimis* level established under European law. The *de minimis* level is currently €500,000 in any 3 year operating period or approximately £427,000 at current exchange rates.

2.12 **Best Value**

- 2.12.1 The Council continues to be required to strive to achieve continuous improvements in effectiveness, efficiency and economy in the way in which it secures service delivery. This is known as Best Value. The contract applies a high degree of commerciality and incentivises innovation, entrepreneurship and cost reduction. The remodelling of PCSS has already delivered savings of £1.750m and the new arrangements will be capable of delivering further efficiencies in the long term and service improvements.

3 **The Enterprise Development Plan (Interim Business Plan) – Key Features**

- 3.1 The Enterprise Development Plan (attached at Appendix A) is in effect an interim business plan provided ahead of the appointment of a Commercial Director by the enterprise and the final proposals for the pricing and funding of the contract from the Council. A detailed business plan covering the operating period 2014-2017 will be provided for approval by the Enterprise Development Board ahead of the 2014/15 financial year.
- 3.2 The business plan provides a very good fit with the Council's contracting intentions and clearly demonstrates a good understanding of what the Council requires going forward in terms of non financial benefits.
- 3.3 It is reasonable to assume that the enterprise will tap into government-backed schemes set up to support mutuals and social enterprises enabling the enterprise to realise income from grants, although these are likely to be non-recurring.

4 **Funding arrangements and affordability**

- 4.1 The contract will be funded from the aggregated budgets previously used to fund the Council's Personal and Community Support Services and related support services, together with funding from the Community Services Purchase of Care

budget used to support Personal Budgets.

- 4.2 The available funding will reflect and secure any previous savings agreed as part of the Council's prior budget decisions and priorities for the use of the Purchase of Care budget determined by commissioners. If the Council decides that further reductions in expenditure on the services provided under the contract beyond the savings derived from the new arrangements are required this will be reflected in contract payments to the company which will need to adjust its offer accordingly.
- 4.3 In addition a fair value for the provision of support services and managerial overheads will be determined and as far as is possible be funded from budget transfers and/or TUPE transfers from the Council's shared services resource centres.
- 4.4 If the fair value exceeds the budgets that the Council's shared services resource centres agree to transfer to Community Services, the Council will corporately pick up any shortfall to the Community Services Department to enable the contract to be funded.

4.5 Contract Management

- 4.5.1 The contract requires the establishment of an Enterprise Development Board (EDB) which will have overall responsibility for the successful management of the contract. The EDB will be chaired by the Director of Community Services and will provide the lead Cabinet member and other senior elected members if desired with the opportunity to fully participate in key decisions including the approval of business plans and any changes to unit costs and volumes. The draft terms of reference and membership of the EDB are set out in Schedule Four of the contract.
- 4.5.2 The Community Services Department is providing project management support and client side support to ensure that a managed transition to the new arrangements by November 2013 can be achieved.
- 4.5.3 The Council has helped senior staff who will transfer to the new enterprise to secure independent support funded by government grants so that they have been able to develop the enterprise model and initial enterprise business plan.
- 4.5.4 The contract establishes the relationship between the new enterprise and the Council and requires both parties to invest in the successful incubation of a new supplier in the market which is capable of being sustainable within 3 to 5 years. The Council will need to ensure that appropriate elected members and officers continue to support the development of the company and commissioners will need, in particular, to ensure that effective supplier relationship and contract management arrangements are put in place.

5 Other Implications

- 5.1 Officers have considered all the implications which members should be aware of. Apart from those listed in the report (above), there are no other implications to take into account.

6 Equality Impact Assessment (EqIA)

- 6.1 A full equality impact assessment was completed at both county and locality level – county in-house Equality and Impact Assessment and the Norwich Locality Equality

and Impact Assessment.

6.2 An assessment has also been produced and recently updated for the Remodelling of Care project overall.

6.3 A further assessment will be required once a preferred option is approved.

7 Communications

7.1 The creation of a new Social Enterprise will necessitate both the development of a branded business, and the need to communicate service changes to customers and staff alike. At present staff have been briefed on the development of the proposal, and numbers of staff have taken part in the development of communications materials for the enterprise.

7.2 The service will undertake further communications work once the contract has been approved by cabinet, ensuring that key messages about service continuity and quality are emphasised.

8 Health and Safety Implications

8.1 Independence Matters, like the current PCSS, will be subject to Health and Safety policies, and Care Quality Commission (CQC) regulation. The company will develop its own Health and Safety Policies, but these will be significantly informed by County Council Policy.

9 Section 17 – Crime and Disorder Act

9.1 The services provided by Independence Matters play a significant part in enabling vulnerable people to feel safe in their community, and in enabling their independence.

10 Action Required

10.1 Overview and Scrutiny Panel are asked to:

- a. Support the proposed contractual relationship with the enterprise, noting the main terms and risks;
- b. Support the premise that the additional costs arising from the pensions deficit, and the transfer of shared services and redundancy costs are funded corporately by the Council;
- c. Support the attached Interim Enterprise Development Plan from the emerging Social Enterprise, Independence Matters.

Background Papers

[Report to Cabinet, 3 December 2012, "Remodelling of Care; new delivery arrangements for Personal & Community Support Services \(PCSS\) including day care services – Outline Business Case"](#)

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If you need this report in large print, audio, Braille, alternative format or in a different language please contact Jill Blake, Tel: 0344 800 8020, Textphone: 0344 800 8011, and we will do our best to help.

Interim Enterprise Development Plan 2014-2017

“Independence Matters” (I matter...)

**A Social Enterprise for the Personal and
Community Support Services (PCSS) in Norfolk**

www.independencematters.org.uk

Document Owner: Sarah Stock – Head of Support and Reablement Services 05/06/13 v4

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Executive Summary

This proposal concerns the proposed transfer of the County Council's Personal and Community Support Services (PCSS) to a newly formed **Social Enterprise** (Social Enterprise) called Independence Matters (I matter...). The Social Enterprise will deliver the following key objectives contained within Norfolk County Council's (NCC) Full Business Case:

- **core care values** in the existing services, meeting customer, carer and parent-carer expectations for employment, development, community living and fulfilled independent lives
- **security and risk management** of these services to ensure that customers have **continuity** of services
- a **strong partnership** with the **County Council**, with liaison and accountability arrangements which include Councillor representation
- **strong support** from the staff for a Social Enterprise
- strong **partnerships** with **voluntary and community groups**, including the potential for community direct delivery of services where appropriate.

In addition to this the Social Enterprise will;

- support the Council to address the **property and community hub challenges** faced by the department
- provide **the commercial environment and infrastructure to develop and support new services** – allowing the Social Enterprise to innovate and grow into new areas
- reduce **overall costs and increase benefits** – we plan to achieve savings of £1m for the Council by the end of the third full year of the contract.

The Council and Social Enterprise acting together will:

- provide an **incubation route** for the Social Enterprise, offering the Council a way to retain an element of control initially and gradually allowing for a hand-over to a fully staff-owned enterprise. This will ensure the Social Enterprise stands the best possible chance of becoming a successful market provider when it is exposed to competition at the end of the contract

We will create a **Community Interest Community (CIC)** limited by Shares. Any profits will be retained by the CIC and invested in community benefits. During the incubation period, staff will own 51% and the council 49%, all staff shares will be held in an Employee Benefit Trust set up and administered by the Council and there can be no trading of those shares.

Leadership and governance will be through a formal Company Board of Directors and an Enterprise Development Board comprising Council and Social Enterprise representatives, which will oversee the performance of the contract and the development of the Enterprise during the incubation period. The incubation route allows for business development plans and marketing strategies to be put in place to stimulate new markets and income (see appendix one)

The Social Enterprise will work positively with the Norfolk Independent Care Group as a new addition to the provider landscape building strong partnership working.

The Social Enterprise is ready to undertake the transfer of 530 full time equivalent staff and to deliver the services required in return for fair compensation including a reasonable element of profit.

Key strategic bodies are being created to ensure customers and staff have a say in the development of the Social Enterprise. These are the Staff and Stakeholder Advisory Boards which will provide the Social Enterprise with the right input on how current and new services should be targeted, shaped and extended. These Boards will form the connection between the company and the community it serves and are an important part of the governance structure.

This is an exciting opportunity to develop a collaborative approach to working with commissioners to capture outcomes and to measure social values and impacts for the communities we serve.

By appointing a Commercial Director and introducing commercial practices, the Social Enterprise will benefit from increased efficiency and new customers through effective marketing. Detailed marketing and communication plans are being developed including publicity campaigns and awareness-raising initiatives.

Independence Matters will:

- Be an excellent **Social Enterprise** providing social (and health) care in Norfolk
- Be an organisation that is entrepreneurial and **solution focused**
- Provide services which are **customer focused and person centred**
- Develop and nurture staff who are **valued, empowered, accountable and reflective**
- Provide services which are monitored for **quality and efficiency**
- Employ staff that have **clear boundaries**, are self-monitoring and **cost aware**
- Establish systems, procedures and policies that are focused on the service and work **for the benefit of customers**
- **Save the Council money**

This Enterprise Development Plan - which is our business plan - outlines the operational methodology, benefits and risks of the proposed transfer and concludes that this approach is:

- **Good for existing and new Customers** – gives continuity and supports individuals and their families to live the lives they choose and remain independent
- **Good for the public** – through cost savings which reduce the burden for the taxpayer
- **Good for the Staff** – (Co)-ownership, staff representation on the board, stability, increased job security, job satisfaction and personal development
- **Good for the Council** – exciting new jointly owned not for profit trading company with a real social purpose

1. Strategic Context

Government policy, Norfolk County Council's strategic intentions, current and future funding levels as well as projections for increases in demand all point at the need for a change in the way the Council's services are provided.

The Government's vision for Adult Social Care *Capable Communities and Active Citizens* is focussed on a plurality of market provision, personalisation through personal budgets and integration between health and social care. It is built on the following principles, with the aim to put personalised services and outcomes centre stage:

- **Personalisation**
- **Partnership**
- **Plurality**
- **Protection**
- **Productivity**
- **People**

The Government's recent White Paper on Adult Social Care builds on that vision, introducing two principles around which the care and support system will be reformed:

- **Promoting people's wellbeing and independence**
- **Empowering people**

The Social Enterprise has an ethos that matches these key policies.

Norfolk County Council faces rising demand projections, specifically regarding services for People with Dementia and Older People services in general.

The Social Enterprise recognises the need for continuous development and review to reflect national and local policies and strategies.

We understand and support the protocol *Think Local Action Personal* (which builds on the previous partnership *Putting People First*). This resonates with our approach to achieving social value.

Local strategies including *Living Longer, Living Well*, Norfolk Carers Strategy, Norfolk's Dementia Strategy, Norfolk's Prevention Strategy, Norfolk QIPP plan and local integrated commissioning strategies also focus on improving the lives of disabled and older people through supporting independent living and including access to universal services. This matches closely our ethos.

The Social Enterprise realises that these are extremely challenging times; Norfolk County Council faces an accelerating transformation challenge with regards to health and social care. The Council is facing a further period of cost reduction at unprecedented levels and pace.

Establishing a Social Enterprise is a creative and radical approach which will make a significant contribution to cost reduction as well as raising standards of service and developing a workforce that is empowered, accountable and reflective.

The Social Enterprise will:

- Free up services to become more **efficient** and **business-like** than is currently possible, allowing it to deal with the market challenges of **empowered customers** with personal budgets and **increasing competition**.
- Enable successful services to **find new markets** rather than being pushed backwards by the difficult financial climate
- Draw in new **investment/income** to improve current services and develop new ones.
- **Transform** to a new model of delivery, which will assist the Council in dealing with the challenge of an ageing and unfit property portfolio

2. The Market

The market for adult social care is changing rapidly as a result of the freedom offered by personal budgets.

PCSS retains 50% of the overall Norfolk market in respect of the services it provides. Its strength in the market is derived from its good reputation and long term relationships with customers, the communities it operates in, and its ability to provide for customers with very high levels of complex need.

In some areas such as Respite Services, Floating Support and Personal Assistant Services there is no other established market player in the independent sector.

It is anticipated that customer numbers will continue to fluctuate particularly in the Learning Disability field which is a finite market with an established range of services, similar across all providers; however there are variations in the intensity and focus of this.

Growth in demand is expected especially in the areas of: support for people with dementia/physical disabilities/mental health and their families/carers, support for people with medium-to-high intensity support needs and self-funders/private customers in services for older people.

Eligible Customers

We will take responsibility for developing and delivering a comprehensive range of adult social care services across the whole of Norfolk. Our 1,400 existing customers are all FACS (*Fair Access to Care*) eligible and have substantive or critical needs.

The main customer groups are:

- Adults with Learning Disabilities
- Older People – Dementia and Frail
- Adults with Physical Disability
- Adults with Mental Health problems

In addition we will provide support to:

- Families and Carers

PCSS Current Services

PCSS operates within five geographical locations which reflect the commissioning localities. The current delivery lines are:

- **Community Hub Support Services:** teams working in 23 building based resources, offering a range of activities, opportunities for learning, information and guidance to people and their families. Making links and partnerships with the community and local groups and businesses, contributing to the development of the department's community hubs property strategy.
- **Personal Assistant/Community Support:** CQC Registered flexible 24/7 bespoke support packages to individuals and their families living at home, or in tenanted/residential arrangements, promoting social inclusion and access to opportunities and facilities in the community, and supporting people to live as independently as possible for as long as possible. Can also provide supported holidays. This includes responding to people in times of crisis and illness and end of life care. Available to people who fund their own care.
- **Short Break Respite Services** - CQC Registered services providing planned and emergency breaks from 3 locations in Norfolk for people with learning disabilities living at home and their carers. Also provides step down beds for people being discharged from acute health settings.
- **Supported Living and Floating Support Service:** CQC Registered 24/7 support for people with learning disabilities living in a number of tenanted arrangements in Norwich, Kings Lynn and Long Stratton. Flexible support packages ranging from light touch to 24 hour to meet all needs.
- **Norfolk Industries:** Norfolk Industries for Disabled People manufactures pet bedding. It is a small Social Enterprise with half the paid workforce comprising employees with disabilities. The company manufacture pet bedding products by recycling waste material, selling to the British market and also exporting around the world.
- **Stepping Out** – CQC Registered 24/7 support providing reablement services for people with mental health issues. Countywide service located in the East.
- **Support into Employment Team** – Small Team, Countywide dedicated to supporting people who are disadvantaged in the work place. Valuing People Now and the Joint Commissioning Strategy for learning disabilities are included in the drivers for employability/work opportunities. The team is setup to ensure people are supported to access work opportunities and employment resources, develop links and community capacity with employers. Promote partnership working. Work with Transition to support young people with employment aspirations

The Non-Eligible Market

Our main focus over the first 3 years will be on the services provided to eligible people in Norfolk. We will, however, begin to develop services for non eligible people who will pay the full market price enabling the Social Enterprise to generate income. We will ensure that these commercial activities do not account for more than 15% of turnover during this period.

3. Our Offer

We foresee a future where people with learning or physical disabilities, mental health issues, older people and people with dementia and their carers have equitable access to a mix of services to create a support package that suits their personal needs and aspirations, enabling them to remain as independent as they wish to within their own homes and communities.

Our Social Enterprise will be vital in meeting the changing needs and aspirations of the citizens of Norfolk, providing support and solutions to people with increasingly complex needs across all customer groups. It will be not for profit, large enough for economies of scales across services and the county, yet small enough and locally based to have the interests of the community it serves, both customers and staff at the core of all it does.

Our **Vision** is to support people and their families/carers to live the lives they choose and remain independent. The **Purpose** for our organisation is based on:

Enablement + Prevention = Independence

By offering flexible packages of support across all delivery lines and customer groups, provided by motivated and skilled staff we will **enable** independent lifestyle choices, **preventing** people and their families/carers from becoming isolated, lonely and dependent.

Our purpose is to become a sustainable best in class staff led Social Enterprise business, delivering personalised services, with a 'well being' focus based on self directed support outcomes.

The **Key Principles and Benefits** of our Social Enterprise are:

- **Strong Personalised Support-** We believe in people's ability and right to be in control and feel safe. We will work hard to support customers and their families/carers and listen to their needs and aspirations.
- **Enablement and Prevention-** We will support customers and their families/carers to stay healthy, happy and well, living the lives they choose, as independently as they can for as long as they can. Preventing or delaying admission to residential and nursing care.
- **Community based** – Through all our services, we will support customers to be active citizens, working with volunteers, local agencies and businesses to contribute to the local community and economy. We view the 'whole community' as potential customers particularly in relation to the local hubs.
- **Support for unpaid carers** – We will tailor support to suit each individual and their family providing support to unpaid carers to enable them to continue with their caring responsibilities.
- **Engagement and Co-production** – we are committed to developing new services with the full engagement of customers, carers, staff and commissioners.
- **Surplus** –will be reinvested into the community by developing and improving the Social Enterprise's services.
- **Provider Partnerships and Consortia** – we are committed to developing strong working relationships with other providers and delivering services across a 'whole support' pathway, signposting customers and stimulating the market. We will share our knowledge skills and expertise, particularly with micro-providers.

- **Corporate Social Responsibility** – we will take this very seriously and look to help and support community projects, improve our environmental credentials and address social value and equality issues.

Our approach is based on three interdependent themes ‘Social purpose, Inclusive Governance and Sustainability’ which together will make us outstanding as a care provider and a thriving example of employee ownership.

Contract Objectives

Our Enterprise Development Plan is predicated on the following objectives:

- Being **customer-led** through commissioning plans
- Providing all the **legacy care services** previously carried out by the Council’s Personal and Community Support Services
- Developing **New Enterprise Services** comprising care services provided to **full paying customers** generating profits for reinvestment in the Enterprise
- Providing **Community Hub Services** comprising the efficient and effective management and use of the Council’s day services buildings, and activities to help the Council deliver its Community Hub strategy
- Giving the **Council a stake** initially, to help incubate our Social Enterprise towards full market-readiness
- **Delivering savings** of £1m by the end of the third full year of operation by providing a new deal for staff and generating new income
- **Increasing** our customers satisfaction in the services we deliver to them and **listening** to them to develop and improve the services we offer
- Helping the Council to rationalise its **support services**
- Moving the service from a high fixed cost base to a **lean, flexible service**, led - and paid for - by customer demands, thereby gradually **transferring the risk** of service under-utilisation from the Council to the Social Enterprise.
- **Achieving excellence** through implementing and managing quality outcomes and performance
- **Promoting** the learning, development and well-being of our staff.

The Social Enterprise will deliver the Council’s Business Case aspirations:

A. Increasing opportunities and choice

The Social Enterprise will continue to work with customers to respond to the main things people identified as being important from the support they receive:

- **Flexible support** at different times, particularly during evenings and weekends, or for different hours during the day
- **Occasional support** for one off activities, like Christmas shopping or a trip to the theatre
- **Short term support** to develop new skills, like travel training or job coaching
- **Medium term support** to achieve individual goals, like making friends or moving house
- **A wider variety** of leisure and learning activities available on day service timetables
- **Community access**, more opportunities to spend time away from the day service building and have support to do ordinary things in the community
- **Overnight support** to enable people and their families to have respite in different ways, such as staff support at home or on holiday

B. Improving the buildings where services are provided

The Social Enterprise will help to shift day opportunities towards a community hub based model, rationalising property and transport costs by providing more attractive alternatives, promoting a multi use environment to customers and relocating from current service locations if appropriate.

This will involve the Social Enterprise – working in partnership with customers, the council and local commissioners – providing either an alternative, flexible offer to day care customers principally by pooling budgets and redesigning services to free up buildings or space, or by promoting and stimulating the multi use of hub environments in line with the Council's Property Strategy. The outcome will be a smaller number of building-based day services for customers with the highest support needs, which cannot be met elsewhere.

The Social Enterprise will focus on providing services tailored to customers' needs and preferences rather than services focused on the current buildings. To achieve this focus the enterprise will need arrangements for the properties that free it from property management, leaving that with NCC, and flexibility to allow it to use space on a serviced accommodation basis. The Social Enterprise, initially, can still provide a 'premises management' function for the Council.

The benefit to the Council will be a rationalisation of its property portfolio, and a reduction in on-going property and transport costs.

Prevention – drop in opportunities at hubs that offer a safe, friendly place to go, working with police, safer neighbourhood teams, giving advice and guidance, raising awareness of safeguarding and hate crime to promote the safety and well being of vulnerable people in the community. Providing Dementia friendly environments and communities.

Being aware of current prevention initiatives and linking in with these as potential opportunities for customers and staff to get involved and make a difference, such as Age UK Volunteering Opportunity; A Friend in Need and the Living Well in the Communities initiative.

C. Supporting contact with friends and widening social networks

We recognise that this is very important for a good quality of life it is also important to maintain networks and circles of support to retain independence and reduce pressure on acute settings.

Through our Customer Experts post we recognise that each customer journey is unique and has an important life history and experiences to share. We will work hard to ensure that we are asking our customers what is important to them and listening to what they say, we will be person centred in our approach and respect customer's wishes and choices and shape their support to reflect this.

Through individual outcomes we will ensure that customers have the opportunities to maintain friendships, develop new ones and meet up within our services and the wider community.

D. Skilled staff

We believe that our staff are the most valuable asset of the new business, with the real value of services to the customer being based on personal relationships with support staff.

Our Values (N.I.C.E) - Our managers and teams are strongly value driven, well trained and resourceful and this will increase with the formation of a Social Enterprise. Not only are the key principles essential to our organisation, but our values define the manner which we will achieve those principles.

Norfolk based: Norfolk based commitment – sustained business, a large local employer providing opportunities for volunteers, apprentices and vulnerable people; working with and for our local communities.

Individual: The Individual is at the centre of all that we do – strong personalised support, respect and dignity, listening carefully to our customers, families, stakeholders and the community.

Compassionate Culture: Caring about our customers, staff, fellow providers and the environment – we want strong dynamic, passionate teams delivering the best possible support.

Enterprising: Enterprising as an organisation – enterprising staff prepared to ‘go the extra mile’ to provide enterprising solutions for our customers with innovative, evidence based services.

Excellent service does not cost more to deliver but does require constant effort and a skilled team. We recognise this and our commitment to training and quality is reflected within our governance structure through the Quality and Compliance Director and Commercial Director posts. We are also talking to John Lewis partnership about their customer service.

Staff and customers will benefit through greater involvement in the running of the business and our governance structure includes formal staff and customer groups to advise the Social Enterprise’s Board. Through this structure, the commitment of valued staff and customers can be structurally connected to the needs of the business.

Staff are involved in the branding and identity of the company through focus groups to choose our new name and work with a design agency to create the marketing material and web site.

We have an Enterprise Development Programme offering Action Learning Sets, 10 Corporate Mentors, Social Enterprise Work Placements, Entrepreneurs in Residence, Group Feasts, Creativity Clubs and Witness Sessions.

We have five events planned for our November launch week which will involve all stakeholders in celebration.

We are committed to continuing to offer the highest standards of support and are confident in being able to maintain and improve quality by implementing a ten-point framework for service excellence and quality assurance measuring outcomes alongside performance data.

This is an exciting opportunity to develop a collaborative approach to working with commissioners to capture outcomes and to measure social values and impacts for the communities we serve.

We have identified regulatory and safeguarding requirements and 12 services will be registered with the Care Quality Commission (CQC) to provide appropriate registered care and support. Co-produced monitoring systems will be designed so that quality outcomes and performance targets are constantly achieved. There is an emphasis on reflection, continuous improvement and looking at better ways of working.

We want to have sound and positive working relationships with trade unions.

E. Stability, continuity and routine

We want to be the provider of choice through offering excellent support. We will continue to deliver current services to existing customers whilst extending support and service lines by making the offer more attractive and marketing it to new customers and local commissioners.

The ongoing success of the company relies upon repeat loyalty and income streams from both NCC/Health commissioned, self funding and private customers and will necessitate a marketing strategy to retain existing customers and attract new ones.

We will deal honestly with customers, securing their loyalty and trust by providing outstanding choice, value and service we want our brand to be based on trust and excellent service.

Our Stakeholder Advisory Boards and new Customer Experts post will provide important qualitative feedback to inform our offering to enable us to adapt and change. We will involve customers and carers in any changes to our services particularly the hubs and we will be responsive to customer needs and priorities. By engaging with customers and taking them on our journey with us we hope to create a long-term sustainable and successful business.

Through our re-branding, advertising, marketing and design strategies we will market directly to customers (who will be our consumers in the world of personal budgets) as well as through Joint Strategic and Local Commissioners and School Heads. Our marketing will therefore reflect the business to customer (B2C) relationship as we recognise that many consumer choices are based on emotions and understanding the benefits PCSS services can provide to them.

The new brand will represent an improved and very personal service which puts each individual at the very centre of their support plans, developed to suit their specific needs and wishes.

We recognise that we will need to adapt our material to different customer groups and stakeholders and we will do this through the development of our communications plan and launch material and publicity.

We are currently working in partnership with Community Supported Volunteering (CSV) and Children's services to launch a website called **Norfolkup2us** which will provide a safe accessible social media network for customers to talk and network and for providers to market their services.

F. Providing a break for carers

All of our services provide a break and support for carers to enable them to continue with their caring responsibilities and we recognise the importance of unpaid carers as stakeholders within our Social Enterprise.

Short Breaks Respite offer - Alongside our residential short breaks units, the extended respite offer will be a flexible short breaks service providing support for customers to go on day trips, mini breaks and supported holidays of their choice on their own, with friends or families/carers .

Customers could pool their personal budgets with friends to share the cost and buy shared personal assistant support to go away.

Short breaks will also offer support into people's own home to give the carers a break and opportunity to go out or go away, this could include all customer groups, dementia, physical disabilities and learning disabilities

Norfolk is a tourist spot and in the future we could explore partnerships with holiday parks and hiring supported holiday chalets or caravans for people from all over the country to come to as well as PCSS supporting customers to access holiday homes in other counties. This could provide a new income stream.

The service will be accessible to people living alone or with carers, and people who pay for their care privately, through social or health personal budgets or through local authority or health arranged services.

G. Dementia Personal Assistant Service (PAS)

We are piloting a new dementia support service to help deliver the *Living Well with Dementia: A National Dementia Strategy Objective 6 Improved community personal support services* and could provide continuity of support and an alternative to hospitalisation and reduce pressure on acute settings.

This will involve marketing and promoting the current PAS into a general offer across all customer groups. Research and policy shows that 1 in 3 people develop dementia before they die and a quarter of hospital beds are filled with people with dementia.

There is a need for bespoke person centred support for people with dementia and their families which combines the element of traditional homecare with opportunities for community support and inclusion. The service can also provide crisis intervention in the event of a family situation or safeguarding issue and dignified end of life support. We will use the Norfolk and Suffolk Dementia Alliance Framework to support the workforce development and training.

The PAS service is already well established across the County providing access to flexible and reliable services. The service will be responsive to the personal needs and aspirations of each individual whilst taking account of the broader family circumstances. The service will enable customers to maintain their independence and remain in their own homes leading active and interesting lives in their local community, reducing social isolation and promoting health and well being.

The service will provide help with shopping, personal care and preparing meals as well as supporting people at family events, to visit places, meet friends, take up hobbies, volunteer or take short breaks. The PAS can also offer practical advice on things like bills and money, how to stay safe, support with tenancies.

This service will also work alongside the Dementia Hubs to provide dementia cafes, an outreach service and whole family approach to support, through developing close relationships with unpaid carers.

The service will be accessible to people living alone or with carers, and people who pay for their care privately, through social or health personal budgets or through local authority or health arranged services. Customers could also pool their budgets together.

PCSS (within its current capacity and staffing) is piloting this offer over the next six months to two new customers from each of the five localities to market test extending this offer to the Mental Health and Physical Disability markets in the future.

H. Reflecting the aspirations of younger people

Buildings based activities, in their current state, will not be an attractive offer to many younger people but they will be enticed by community mainstream options with friends. The SE will be able to offer support to youngsters and families prior to 18 years of age offering continuity of support if needed.

Transition Service – we propose working with Sharon Fradley, Transition Lead, Children's Services to develop a transition service based on the following key elements:

Marketing: Age appropriate marketing for young people and their families to include social media, digital PR and web development. Links could be placed within the toolkit for the Guidance Advisor service and also the schools resources alongside the new Personal Budgets work being delivered in schools at the moment.

Titan Training: To engage Peter Walsh and his team in delivering (and refreshing for some members of staff) TITAN training - a well known and important continuum for young people on leaving school.

TSI Training: To refresh the many members of staff we have still working in PCSS on systematic instruction, and to use TSI for work opportunities as this would be an extension of possible work placements within the community supported by the PAS.

Pooling Budgets: Working with youngsters and families in transition to identify common interests and aspirations of young people to enable cost effective pooling of budgets to take place. This would also potentially allow for young people who do not meet eligibility to access an activity/session at a low cost as self- or private funders. Encouraging a model where customers come with outcomes and their personal budget and we support them to creatively meet those outcomes through leveraging community support networks

Outcomes Framework: Monitoring progression to ensure that our young people "keep moving in the right direction", developing a specific framework for progression and linking firmly with Further Education, Project Search and others as a moving-on option or joint working. We would be looking at developing a robust system with Further Education to share targets and projected outcomes for the young people they have accessing courses, so that

we can support and address the "what next" historical issue we have when youngsters reach the end of the college course.

Supported Work Experience Opportunities for Youngsters with Learning Disabilities in Transition - This offer will look to meet the needs of young people who have increasing aspirations regarding their future living and work options. It is proposed that this will become an important part of the enterprise offer going forward.

The proposal has been based on current needs identified through the Council's Transition process, incorporating data collated from Transition Plans, countywide consultation carried out with young people and parent/carers and an identified need highlighted by practitioners based on "*Support and Aspiration: A new approach to special education needs and Disability*" a government proposal which clearly stipulates work opportunities and experience for young people with additional needs.

Discussions are underway with Sharon Fradley, Transition Lead Children's Services, and Frank Crowdy, Learning Disability Norwich Transition Worker, to shape the work experience programme. An individual work experience programme would be bespoke around the young person and aimed at providing opportunities in actual work places and environments. Individual personal support if required would be provided by the Personal Assistant Service and funded by a person's personal budget.

We would combine Support into Employment and targeted, tailored vocational training as they enhance one another and provide better outcomes for the customer. The work experience opportunity could run alongside the Learning Disability Adult Education 'The Future Factor' course which already has links with employers such as Asda and Toys R Us, also linking in a PATHWAY through to the Support into Employment Team, MINT or Project Search.

I. Stepping Out - Mental Health step-down and preventive services

Support is provided to move people placed in residential or inpatient care to independent community based living. We could extend our Stepping Out offer to include Floating Support/PAS/Support into Employment to extend sustainable community living to people who may be regarded as vulnerable and liable to crisis. Working with Andrea Wright, Mental Health Commissioner, we are currently piloting this approach within the City Locality using some of the capacity within our Floating Support Team.

J. Support Services

The Social Enterprise will source its own support services after an initial period of using Council provided support services. This will create efficiency savings, further reducing the amount needed to properly compensate the Social Enterprise for its services.

The contract provides for the Social Enterprise to use assets, accommodation and property without an actual transfer of those assets to the company. We will fully develop our approach to acquiring the assets we will need in the future when we are fully independent of the Council.

In the first year, the Social Enterprise will explore a variety of options to ensure the best value for money. These could include sharing functions with other Social Enterprises to pool resources and reduce overheads.

We are aware that developing growth opportunities and assessing their viability requires further work and discussions, which will be ongoing as part of the 3 year incubation stage.

It is further anticipated that, once the Enterprise has employed a Commercial Director, opportunities to improve and expand services can be taken up, particularly in the health and wellbeing field and we would welcome discussions with Commissioners and CCG's in respect of extending our recognised good practice in supporting vulnerable people with complex and intensive needs to support gaps in the market.

4. Financial projections

Detailed financial projections for the period 1 April 2014 to 31 March 2017 will be developed by our Commercial Director for Enterprise Development Board approval prior to the beginning of the 2014/15 financial year and after the Council determines its proposed unit costs and funding for the services it requires to be delivered.

We will in particular set out how we propose to become an even more efficient organisation thereby reducing our operating costs as well as how we propose to generate new income for reinvestment in the business.

5. Conclusions

This interim enterprise development plan has laid out the **current challenges** for the provision of adult social care services in Norfolk.

Against this backdrop, it has presented the creation of a Social Enterprise "Independence Matters" as a **viable alternative** to Council provided services.

Operating **with the engagement of customers, carers and staff built in**, the Social Enterprise will be well placed to deliver flexible, innovative services for the population of Norfolk.

With the support of the Council and an appropriately constructed services agreement, the Social Enterprise will be an **important new addition to the provider landscape** with the reach to provide services accessible to communities across the County.

Appendix 1 – Social Enterprise Organisational Model

Social Enterprise Organisational Model (Initial) v7

Quarterly Meetings (Initially monthly)

Social Enterprise Board

- Independent Non-executive Chair
- Non-executives x 2
- Managing Director
- Commercial/Finance Director
- Council Director
- Member
- Staff Representation (elected) x 2
- Stakeholder Representation x 2

Key Powers

- Ultimate responsibility for the organisation
- Determining Strategy
- Appointing/electing Board members and hiring/firing senior executives
- Approving Annual Report
- Holding senior executives to account on performance
- Holding senior executives to account on progress regarding strategic objectives
- Approving budget, audit and remuneration policies
- Final point of escalation

Appointments

Non-exec Board members are appointed for 3 years, and can be re-appointed once. Founder Board members are initially appointed for one year.

Comment

The Non-executive Directors will bring in expertise with regards to running a social enterprise on a semi-commercial retail footing, leadership and financial management skills as well as expertise in dementia and mental health arenas.

* Retaining the values of a social enterprise *

Quarterly Meetings

Enterprise Development Board

Membership

- Director of Community Services for the Council (Chair)
- The Cabinet Lead with responsibility for Adult Social Care
- An additional Cabinet Member
- A senior officer with responsibility for commissioning the Services
- A senior officer with responsibility for the financial matters regarding the funding of the Agreement
- Commissioner (Council development lead)
- Council Director (the person designated by the Council to serve on the Board of the Enterprise)
- The Managing Director of the Enterprise
- The Commercial Director of the Enterprise (Enterprise development lead)
- Unison Representative

Terms of Reference

The purpose of the Enterprise Development Board throughout the Operating Period is to support the Parties to this Agreement in achieving the outcomes described in the Service Specification and the establishment of the Enterprise as a viable new service provider capable of competing and operating independently in the care market.

In particular, the Enterprise Development Board will:

- Consider the Fee for each part or full financial year during the Operating Period with the exception of the period commencing on the Transfer Date and ending 31 March 2014
- Consider any variation to the Agreement not already agreed by the Chair in accordance with this Agreement
- Consider any sub contractors that the Enterprise may wish to use for the provision of any of the Services
- Consider any redundancies the costs of which fall to be underwritten by the Council in accordance with this Agreement
- Consider the business plans of the Enterprise for each full or part financial year of the Operating Period with the exception of the period commencing on the Transfer Date and ending 31 March 2014
- Receive and evaluate performance reports regarding the extent to which and how the Enterprise is achieving the Service Specification and developing into a viable new service provider capable of competing and operating independently in the care market
- Consider the Enterprise using Enterprise Support Services in the place of Council Support Services within the first 12 months of the Operating Period
- Receive, evaluate and where necessary make recommendations to the Council and/or the Enterprise in relation to any Performance Notice or Remedial Action Plan

Consists of: Representatives of important stakeholders in the service: customers

Key Powers:

- Advising management and Board on service developments
- Providing feedback on current service provision
- Sounding board for strategic development plans
- Electing a representative on the Board, who shall be a volunteer

Meeting – initially monthly, then quarterly

Appointments – by invitation / voted on

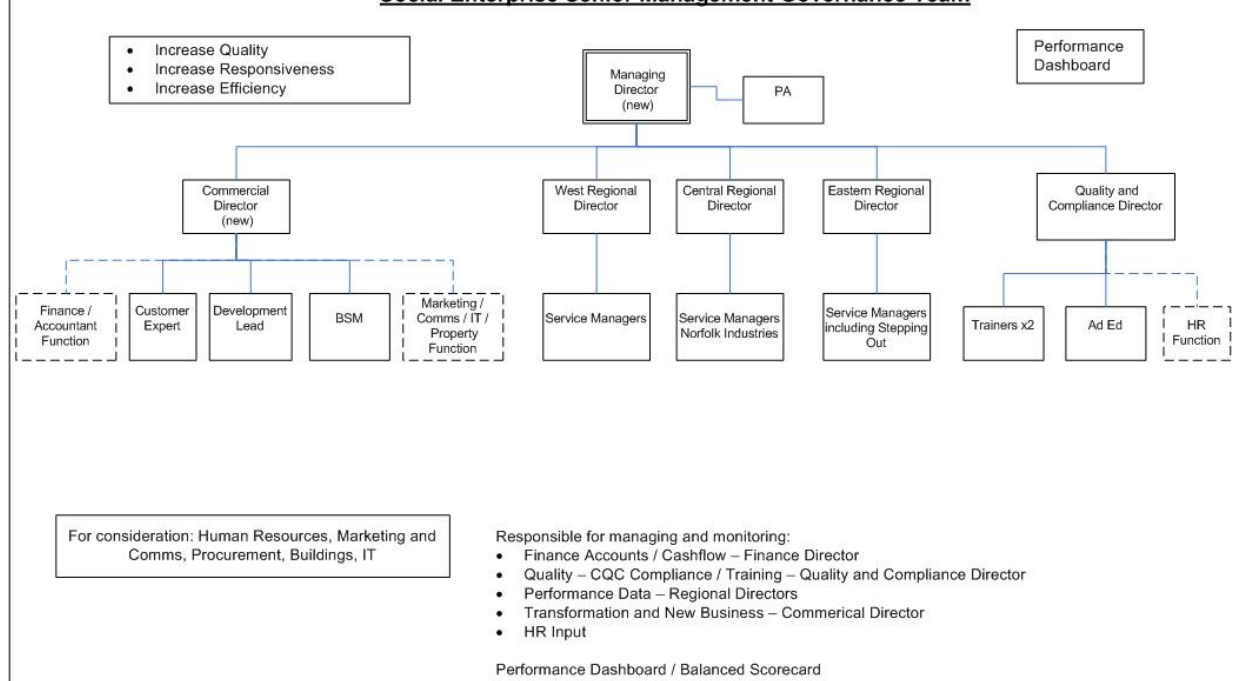
Comment – It should provide the Social Enterprise with the right input on how the service should be targeted, shaped and extended. It forms the connection between the organisation and the community it serves.

Staff Advisory Boards

Stakeholder Advisory Boards

Monthly Meetings

Social Enterprise Senior Management Governance Team



**ENTERPRISE DEVELOPMENT AGREEMENT BETWEEN NORFOLK COUNTY COUNCIL
AND SOCIAL ENTERPRISE FOR PERSONAL AND COMMUNITY SUPPORT SERVICES**

Version 250613

BETWEEN

(1) NORFOLK COUNTY COUNCIL of MARTINEAU LANE, NORWICH, NORFOLK, NR1 2DH (the “Council”)

AND

(2) The Enterprise which is a Community Interest Company (“The Enterprise”) registered in England with company number _____ and whose registered office is situated at _____

Background

A. The Council commissions and supports the delivery of a wide range of preventative care services including day services, community based personal support services, supported living services and respite care services. The Council has done so through a mix of direct service delivery and through contracting with independent and voluntary sector providers in a mixed supply economy. The Council is in the process of transforming itself and in doing so is moving away from direct service provision towards a commissioning model which requires it to find new ways of delivering services which it has previously delivered itself.

B. The Council also needs to continue to develop new ways of increasing efficiency and achieving better value for money and budget savings as well as responding to the roll out of Personal Budgets and increasing choice for service users. At the same time it needs to respond to the growing demand for preventative services aimed at adults affected by dementia both prior to and after becoming eligible for care services under the current eligibility criteria. This requires a more entrepreneurial and enterprising approach.

In order to respond to these requirements, the Council has determined to support the establishment of a new Community Interest Company operating as a staff led social enterprise and to enter into an Enterprise Development Agreement with the company during a 3 year development phase, enabling it to become a new independent provider of preventative and related services which can successfully compete in the market going forward. The Council wishes the Enterprise to ensure that it would deliver;

- core care values in these services, meeting user, carer and parent-carer expectations for employment, development, community living and fulfilled lives
- security and risk management of these services to ensure that customers have continuity of services
- a strong partnership with the County Council, with liaison and accountability arrangements which include councillor representation
- strong support from the staff for a social enterprise
- strong partnerships with voluntary and community groups, including the potential for community direct delivery of services where appropriate.

C. During this development phase the Council will enter into a contract with the Company requiring it to provide;

- Care Services (the services previously carried out by the Council itself)
- Enterprise Services (services to people who wish to pay for them enabling a profit to be generated for reinvestment into the company)
- Community Hub Services (making better use of council owned day services properties and actively seeking alternative improved arrangements in partnership with communities and the council.

NOW IT IS AGREED as follows:

PART A – OPERATIVE PROVISION

1 DEFINITIONS

In this Agreement the following terms have the following meanings:

“Additional Employee” means a person not being a “Transferring Employee” temporarily or permanently employed by the Company to carry out wholly or mainly The Services after the Transfer Date;

“Agreement” means the Enterprise Development Agreement entered into by the Parties;

“Alternative Pension Scheme” means a pension scheme offered by the Enterprise to Additional Employees which is capable of becoming an auto-enrolment scheme without further adjustment at the relevant staging date;

“Assets” means any business systems, office equipment, office furniture, information technology, goods, materials, vehicles or similar items detailed in Schedule 5 Part 1 to support the delivery of the Services and includes any buildings accommodation or land owned by the Council and used to support the provision of the Care Services immediately before the Transfer Date listed in Schedule 5 Part 2;

“Auto enrolment” has the same meaning as the Pensions Act 2008 and related legislation;

“Best Value” means effecting continuous service improvement whilst having regard to economy, efficiency and effectiveness;

“Business Day” means between Monday to Friday inclusive, but does not include any day which is a bank holiday or public holiday;

“Business Plan” means the business plan drawn up by the Enterprise and agreed by the Enterprise Development Board for each financial year or part year;

“Care and Support Plan” means the plan, drawn up following the assessment of a Service User, which sets out how their care and support needs will be met and the outcomes to be achieved;

“Care First Number” means the unique identifier number assigned by the Council to each Service User and notified to the Provider in the Individual Service Order;

“Care Services” means all those services provided to eligible service users, however further developed, which were provided by the Council’s Personal and Community Support Services immediately prior to the coming into force of this Agreement;

“Carer” means a relative, friend or representative of the Service User who is the main carer;

“Community Hub Services” means all the activities undertaken by the Enterprise to make best use of any Council owned day services buildings including premises management, changes of use, upgrading, encouraging use by partner organisations and community groups as well as working with the council to help it determine the future of those buildings and potential re-provision of services in other buildings;

“Community Hubs and other Operational Buildings” means those properties and land used by the Council to provide the Services immediately prior to the Transfer Date as described in Schedule Six to this Agreement;

“Conditions” means this Contract’s terms and conditions and/or any modification duly agreed in accordance with this Contract;

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and commercially sensitive information;

“Contract” means this Enterprise Development Agreement between the Enterprise and the Council consisting of these Conditions and any attached Schedules or other documents specified by the Council including any variations thereto;

“Contract Price” and “Price” mean the Unit Costs exclusive of any applicable tax, payable to the Enterprise by the Council under this Contract, as set out in Schedule Two, for the full and proper performance by the Provider of its obligations under this Contract;

“Controlled Activity” means in relation to vulnerable adults as is defined in section 22 of the Safeguarding Vulnerable Groups Act 2006;

“Corporate Services” means services provided by the council which do not directly support the provision of the Care Services;

“Council” means Norfolk County Council or its successor body as applicable either acting on its own or acting on behalf of others;

“Council Development Lead” means the person for the time being appointed by the Council to carry out the client role with responsibility for supporting the achievement of the Agreement outcomes by securing improvements in Council processes and procedures required to support the achievement of the service specification and liaising with the Company on service development, contract management and performance

matters including the rectification of any failure to perform as required by this agreement;

“Customers” mean people who pay for the Enterprise Services;

“DBS” means the Disclosure and Barring Service within the meaning of the Protection of Freedoms Act 2012;

“Default” means any failure, either on the Council’s or the Provider’s part, to carry out their respective obligations under this Contract;

“DPA” means Data Protection Act 1998 together with all applicable laws and regulations relating to processing of personal data and privacy including, where applicable, the guidance and codes of practice issued by the Information Commissioner;

“The Enterprise” means the Community Interest Company established for the purposes of this Agreement;

“Enterprise Development Board” means the body established to agree the Business Plan, monitor performance and agree any contract variations with membership and terms of reference as set out in Schedule Four;

“Enterprise Development Lead” means the person for the time being appointed by the Company with responsibility for supporting the achievement of the agreement outcomes by securing improvements in Enterprise processes and procedures required to support the achievement of the service specification and liaising with the Council on contract management and performance matters including the rectification of any failure to perform as required by this agreement;

“Enterprise Services” means services provided by the Enterprise to full paying with the intended to make a profit;

“Enterprise Support Services” means services required by the Enterprise to support the provision of the Services which are not provided by the Council;

“Fee” means the sum of all monies that the Council pays the Enterprise in consideration for the delivery of the Services whose calculation is set out in Schedule Two to this Agreement;

“Financial Year” means the period between 1st April to 31st March in each year with the exception of the first Financial Year which shall be from the Transfer Date of 1 November 2013 to 31 March 2014;

“Force Majeure” means and includes the occurrence after the Commencement Date of:

- a) war, civil war, riot, civil unrest, civil emergency, terrorist attack or threat of terrorist attack;
- b) nuclear, chemical or biological contamination; or
- c) an act of God.

For the avoidance of doubt any industrial action occurring within the Provider’s organisation, the inability of the Provider to recruit staff, pandemic flu, or failure by any sub-contractor to provide services shall not be Force Majeure;

“General Change in Law” means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Company) or which would affect or relate to a comparable supply of Services of the same or a similar nature to the supply of the Services;

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

“Law” means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, by-law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Provider is bound to comply. Any reference to “Legislation” shall be construed accordingly;

“LGPS” means the Local Government Pension Scheme;

“Material Breach” means the following:

- failure to have in place the insurance cover required under this Agreement
- non-compliance with the equal opportunity requirements of this Agreement
- evidence of deliberate abuse and/or mistreatment of a Service User by the Provider or the Provider’s Staff or agents or by any sub-contractor or such sub-contractor’s staff or agents or negligence by the Provider or any sub-contractor in permitting such abuse or mistreatment
- the conviction of the Enterprise or any sub-contractor of an offence under the provisions of the Care Standards Act 2000
- persistent use by the Enterprise or a sub-contractor of unqualified or untrained Staff except where the Council has given written consent to such use;

“Minimum Sum” means that part of the Fee that the Council will pay irrespective of the Services provided as calculated using the method set out in Schedule Two to this Agreement;

“Notice” means any formal communication between the Parties as required by the Contract;

“Operating Period” means the period beginning on the Transfer Date and ending on 31 March 2017 or any other date up to and including 31 March 2019 if extended by the Council unless terminated sooner in accordance with the arrangements for early termination set out in this Agreement;

“Parties” means the County Council and the Enterprise;

“Performance Indicators” means those performance indicators agreed between the Council and the Company set out in the Service Specification in Schedule One or varied by agreement of the Enterprise Development Board and incorporated into the Business Plan for the relevant Financial Year;

“Qualifying Change in Law” means:

- a) a General Change in Law
- b) a Specific Change in Law

which was not foreseeable at the date of this Service Agreement;

“Records” means the Contract and all documents, data or other information relating to, produced, or received as part of or in connection with the Services and stored on whatever medium;

“Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 together with any amendments thereto;

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Providers and “Regulatory Body” shall be construed accordingly;

“Replacement Provider” means any third party appointed by the Council from time to time to provide any services which are substantially similar to any of the Services, or received in substitution for any of the Services, following the expiry, termination or partial termination of this Contract whether those services are provided by the Council internally and/or by any third party;

“Schedule” means a schedule attached to this Contract;

“Self Funders” mean people who pay or make a financial contribution to the Care Services;

“Specific Change in Law” means a Change in Law which comes into effect after the Transfer Date that relates specifically to the business of the Enterprise;

“The Services” mean the Care Services, the Enterprise Services and the Community Hub Services taken together;

“Service Specification” means the service specification describing the Care Services, Enterprise Services and Community Hub Services and including key performance indicators as set out in Schedule One of this Agreement;

“Service Users” mean adults who are eligible for Care Services under the Fair Access to Care criteria adopted by the Council;

“Support Services” means services provided by the Council’s shared services resources which directly support the provision of the Care Services;

“Transfer Date” means 1 November 2013 or any later date when this Agreement comes into force;

“Transferring Employee” means a person who was employed by the Council in the delivery of the Care Services immediately prior to the Transfer Date and who is included in the TUPE transfer list;

“Unit Cost” means the agreed unit payment rate for each class of Service User that the Council will use to determine the Minimum Sum and the Fee as set out in Schedule Two of this Agreement;

“Value Added Tax” means Value Added Tax or any similar tax replacing it or performing a similar fiscal function;

“Variation” means a material change to this Agreement including any changes to or to the Fees or to the Unit Charge agreed by the Enterprise Development Board;

“Whistleblowing” means raising concerns about misconduct within an organisation or within an independent structure associated with it.

2 INTERPRETATIONS

- 2.1 The documents comprising this Agreement are to be mutually explanatory of one another, unless stated otherwise. In the event of any difference between these Terms and Conditions and the Schedules thereto, these Terms and Conditions shall prevail unless otherwise agreed by the Parties.
- 2.2 Any reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force, and to include any EU Directive, by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, codes of practice, consents or permissions made there under, and any condition attaching thereto.
- 2.3 In the Agreement the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa

3 ENTIRETY OF AGREEMENT

- 3.1 This Agreement represents the entire understanding between the Parties for these services and supersedes all representations, understandings and agreements, whether oral or written, made by the Council or the Enterprise.

PART B – GENERAL PROVISION

4 OPERATING PERIOD

- 4.1 The Agreement shall start on the Transfer Date and continue until 31 March 2017 or to such other date not exceeding two years after that date that may be agreed between the Parties for the extension of the Operating Period or to any prior date following early termination in accordance with this Agreement.

5 CONTRACT VARIATION

- 5.1 The Contract may only be varied if such variation or modification is agreed by the Enterprise Development Board or the Chair of the Board operating within the terms of reference set out in Schedule Four.

6 HOW TO SERVE NOTICES

- 6.1 Any Notice required by this Agreement to be given by either Party to the other shall be in writing and shall be serviced personally, or by sending it by registered post or recorded delivery or by email to the appropriate person, address, or email address set out in Schedule 1 or as otherwise notified to the other Party from time to time.
- 6.2 Any Notice required by this Agreement shall be issued by the Enterprise Development Lead or Council Development Lead or any person nominated to act on their behalf.
- 6.3 Any Notice served personally will be deemed to have been served on the day of delivery, any Notice sent by post will be deemed to have been served 48 hours after it was posted, any Notice sent by email before 5pm for which a confirmation of delivery receipt has been received will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

7 SEVERANCE

- 7.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provision of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 7.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

8 WAIVER

- 8.1 The failure of either Party to insist upon strict performance of any provision of this Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

9 ASSIGNMENT AND SUB-CONTRACTING

- 9.1 The Enterprise shall not assign all or any benefit, right, obligation or interest under this Agreement without the prior written consent of the Council, such consent not to be unreasonably withheld.
- 9.2 The Enterprise shall give the Council Development Lead at least twenty (20) Business Days written notice if there is to be a change in its legal status or a change of control in the ownership of its organisation. There will be no automatic assignment of the Agreement in this instance.

9.3 The Council shall be entitled to:

9.3.1 assign, novate or dispose of its rights and obligations under this Agreement either in whole or part to any contracting authority (as defined in the Public Contracts Regulations 2006); or

9.3.2 transfer, assign or novate its rights and obligations where required by Law.

9.4 Other than as permitted in accordance with clause 9.3, where the Council elects to assign, novate, sub-contract or otherwise dispose of its rights and obligations under the Contract, the council shall seek the prior written consent of the Enterprise to such assignment; such consent shall not be unreasonably withheld or delayed.

10 AGENCY

10.1 The Enterprise is an independent contractor and nothing in this Agreement is intended to, or shall operate to allow either the Enterprise or its staff in any circumstances to hold itself or themselves out as being in partnership or the employee or agent of the Council and they shall have no authority to act in the name or on behalf of or otherwise to bind the Council in any way (including the making of any representation, warranty, the assumption of any obligation or liability and the exercise of any right or power or enter into any Contract) unless otherwise agreed in writing by the Council.

11 ENTERPRISE'S OBLIGATIONS

11.1 The Enterprise shall provide the Services as specified in Schedule One comprising of Care Services, Enterprise Services and Community Hub Services in return for the Fee as calculated in accordance with the method set out in Schedule Two and agrees to supply the Services so as to:

11.1.1 fully comply with the terms of this Contract; and

11.1.2 use reasonable skill and care in the performance of the Services and in accordance with generally recognised commercial practices and standards in the industry for similar services; and

11.1.3 ensure that the Services are performed at all times by appropriately qualified, accredited and competent staff; and

11.1.4 deliver the Services as described in the Enterprise's business plan in response to the Council's requirements as set out in the Full Business Case; and

11.1.5 comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.

11.2 The Enterprise shall at all times have and maintain accreditation and comply with any requirements of the Care Quality Commission and any other relevant regulator.

12 COUNCIL'S OBLIGATIONS

12.1 Save as otherwise expressly provided, the obligations of the Council under the Agreement are obligations of the Council in its capacity as a contracting counter party and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Council to the Enterprise.

13 FORCE MAJEURE

13.1 Neither the Enterprise nor the Council shall be liable for breach of its obligations under the Agreement to the extent that such breach is caused by Force Majeure. For the avoidance of doubt any industrial action occurring within the Enterprise's organisation, the inability of the Provider to recruit staff, pandemic flu, or failure by any sub-contractor to provide services shall not be Force Majeure.

13.2 The Enterprise shall as soon as reasonably practicable notify the Council in writing of such Force Majeure events as they occur and shall use its reasonable endeavours to secure the continued provision of all or part of the Services as shall have been affected by the event of Force Majeure.

13.3 If the event of Force Majeure continues for more than two weeks the Party not claiming relief for the Force Majeure event may give two weeks written notice to the other to terminate that part of the Agreement affected. The length of such written notice of termination can be varied if both Parties agree.

PART C – PROVISION OF SERVICES

14 ENTERPRISE STAFF

14.1 The Enterprise shall employ sufficient trained, suitably qualified and experienced Staff to ensure that the Services throughout the Operating Period are provided in all respects to the requirements of the Agreement. The Enterprise may also at its discretion employ volunteers to help provide the Services.

14.2 Disclosure and Barring Service (DBS)

14.2.1 The Enterprise shall ensure that all employees, volunteers, placements or any other persons over the age of 16 whose job, role or category of employment is exempt employment within the meaning of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) (England and Wales) Order 2012 has undergone the appropriate level of DBS check prior to carrying out any such job, role or category of employment.

14.2.2 For the avoidance of doubt the Enterprise will request the following levels of DBS checks depending upon the job, role or category of employment.

14.2.3 Standard DBS Check where the position is included in the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) (England and Wales) Order 2012.

14.2.4 Enhanced DBS Check where the position is included in the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) (England and Wales) Order 2012 and included in the Police Act Regulations and meets the definition of “regulated activity” as set out in Schedule 4 of the Safeguarding Vulnerable Groups Act 2006.

14.2.5 Enhanced DBS Check with barred list check where the position is included in the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) (England and Wales) Order 2012 and included in Police Act Regulations and meets the definition of “regulated activity” as set out in the Protection of Freedom Act 2012.

14.2.6 In these and all other cases the Enterprise will comply with relevant legislation including equalities legislation and best practice.

15 SAFEGUARDING

15.1 The Enterprise shall sign up to, maintain an up to date awareness of and shall comply with Norfolk Adult Safeguarding policies.

16 RIGHTS OF ACCESS AND INSPECTION

16.1 The Enterprise shall allow officers of the Council to have reasonable access to the Enterprise’s premises, Records and Staff to enable the Council to ascertain that the Services are being provided in accordance with the Agreement and any relevant statutory provisions.

17 PERFORMANCE MONITORING AND RECORDS

17.1 The Enterprise shall comply with reasonable requests from the Council for information about performance as required under this Agreement and will provide quarterly performance reports to the Council Development Lead and for consideration by the Enterprise Development Board at its quarterly meetings. The Council Development Lead may make reasonable additional ad hoc requests for any information relevant to this Agreement.

17.2 The Enterprise shall keep and maintain until 14 years after this Agreement has terminated for whatever reason, or as long a period as may be agreed between the Parties, full and accurate Records relating to this Agreement. The Enterprise shall on request afford the Council or the Council’s representatives such access to those Records to conduct a financial audit or random checks as may be required by the Council from time to time in connection with this Agreement. The financial auditing process may form part or whole of a planned monitoring visit.

17.3 The Enterprise shall provide such information within reasonable timescales.

18 CONTRACT REVIEW AND BUSINESS PLANS

- 18.1 Contract reviews may be undertaken by the Enterprise Development Board at any time to review performance against the Agreement as a whole. A contract review will be undertaken in the third year of the Operating Period to support any decision to extend or terminate the Agreement at the end of the Operating Period. The Enterprise shall afford all reasonable resources and facilities to allow the Enterprise Development Board to carry out its contract reviews and provide all reasonable information required.
- 18.2 The Enterprise Development Board has responsibility throughout the Operating Period for agreeing the Business Plans, monitoring and securing satisfactory performance against the terms of the Agreement and authorising any Variations. In particular the Enterprise Development Board will agree the Fee for each year of the Agreement following the period from the Transfer Date to 31 March 2014 during which the Fee will be agreed by the departmental Senior Management Team.
- 18.3 The Council shall appoint a Council Development Lead who will be a senior commissioner to act on behalf of the Council to discharge the responsibilities of the role as defined in this Agreement.
- 18.4 The Council shall notify the Enterprise of any change in the identity, address and telephone numbers of the person appointed as Council Development Lead. The Council shall use reasonable endeavours to give notice to the Enterprise prior to nominating a new Council Development Lead.
- 18.5 The Enterprise shall appoint an Enterprise Development Lead to discharge the responsibilities of the role as defined in this Agreement.
- 18.6 The Enterprise shall notify the Council of any change in the identity, address and telephone numbers of the person appointed as Enterprise Development Lead. The Enterprise shall use reasonable endeavours to give notice to the Council prior to nominating a new Enterprise Development Lead.
- 18.7 The Council Development Lead and the Enterprise Development Lead will be jointly responsible for ensuring that the Enterprise Development Board meets at least 4 times a year unless the Parties agree to fewer meetings and will provide all the necessary administrative support, financial, performance and any other relevant information to enable the Enterprise Development Board to discharge its functions effectively.
- 18.8 The Enterprise Development Board membership and terms of reference are as set out in Schedule Four to this Agreement.
- 18.9 The Enterprise will submit an Enterprise Development Plan (the business plan) for the Services to the Enterprise Development Board at least 3 months before the commencement of each new Financial Year, with the exception of the first Financial Year immediately after the Transfer Date. The Enterprise will submit an Interim Enterprise Development Plan to the Senior Management Team at least 1 month prior to the Cabinet meeting at which the transfer is agreed.
- 18.10 The first and subsequent full business plans will set out how the Enterprise intends to achieve the outcomes and related requirements set out in Schedule

One and will include proposed arrangements for quality assurance, safeguarding, accreditation, equalities and business development.

18.11 The Enterprise must provide a business plan for consideration of and approval by the Enterprise Development Board in the quarter prior to the beginning of each financial year throughout the Operating Period.

18.12 The first business plan will be an interim plan to operate in the period from the Transfer Date to the end of the first financial year in which the Agreement becomes operative and will be approved by the Senior Management Team as part of the process of securing Cabinet approval to commence the Agreement.

19 DISRUPTION

19.1 The Company shall give the maximum possible advance warning of prospective industrial action by its Employees or other industrial disputes likely to affect an adverse effect on the performance of this Agreement.

19.2 In the event that industrial action is taken by any Employees such that the provision of the Services are, in the opinion of the Council, materially disrupted; or action is taken by the Enterprise so as to prevent its Employees from providing the Services. The Council reserves the right to make alternative arrangements for the provision of the Services and to charge the Enterprise for any difference in resultant cost or terminate this Agreement immediately by notice in writing to the Enterprise.

19.3 In the event that industrial action is taken by employees of the Council or of its sub-contractors the Enterprise shall make every attempt to ensure that its Employees continue to provide the Services and the Council shall meet the Enterprise's reasonable and proper additional costs incurred in so maintaining the Services in these circumstances.

20 CHANGE OF LAW

20.1 The Enterprise will take all reasonable steps to ensure that the Services continue to be delivered following any change in law.

20.2 In the event that there is a General Change in Law, the Parties will consult on the implications and the Enterprise Development Board shall determine if the change has a material effect on the Agreement. If the Enterprise Development Board determines that a change in law has a material effect on the Agreement that change in law will be treated as a Qualifying Change of Law.

20.3 If the Enterprise Development Board determines that there is a qualifying change of law the Enterprise Development Lead and the Council Development Lead shall assess:

- Any necessary changes to the Services and the Fee for the Services
- Whether any changes are required to the terms of this Agreement
- Whether any relief from compliance with the obligations of the Agreement is required including ant performance indicators

- 20.4 In particular the Leads shall discuss and agree any ways in which the Enterprise can mitigate the effects of a qualifying change of law including:
- Demonstrating that the Enterprise has minimised any increase in costs or maximised any decrease in costs
 - Demonstrating that the effects of any qualifying change of law had been taken into account before it occurred
 - Demonstrating how a qualifying change of law has affected the cost of providing the Services
 - Demonstrating that any expenditure that has been avoided has been taken into account for the purposes of any changes to the Fee, Minimum Sum or Unit Costs.
- 20.5 The Enterprise Development Board shall acting reasonably and in support of the Enterprise agree (with or without modifications) or reject any changes in the Fee, Minimum Sum, Unit Costs or any relief from the obligations of this Agreement proposed by the Leads.

21 COMPLAINTS

- 21.1 The Enterprise shall ensure that it has a simple, clear and accessible complaints procedure which includes the stages and timescales for the process, and details of how to refer a complaint on to Norfolk County Council Community Services Department and/or the Local Government Ombudsman should the complainant wish to do so.
- 21.2 The Enterprise shall ensure that all service users and customers are aware of and have access to its complaints procedures.
- 21.3 The Enterprise's complaints procedure shall specify how complaints may be made and who will deal with them, an assurance that the complainant will have an initial response within two working days, and that the complaint will be resolved within a maximum of 28 days from the date that the complaint was made, unless appropriate reasons are provided as to why this cannot be done. Any delay in resolving a complaint and the reasons why shall be communicated to the complainant in writing within 28 days of receipt of the complaint.
- 21.4 The Enterprise shall keep a Record of all complaints together with investigations and actions taken. The Enterprise will provide the Council Development Lead and the Enterprise Development Board with details of any complaints and their resolution on a quarterly basis.

22 WHISTLEBLOWING

- 22.1 The Enterprise shall ensure that it has a Whistleblowing procedure which shall be approved by the Enterprise Development Board from time to time and notified to service users and customers.
- 22.2 The Enterprise confirms that the Council is authorised as a person to whom the Enterprise's Staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of its Staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment

and its Staff will be made aware of this provision. The Provider further declares that any provision in any contract purporting to preclude a member of its Staff from making a protected disclosure is void.

PART D – CONTRACT PRICE AND PAYMENT

23 CONTRACT PRICE

- 23.1 In return for the Enterprise carrying out its obligations under this Agreement the Council shall pay the Enterprise the Contract Price as set out in Schedule Two.
- 23.2 The Enterprise Development Board will review the contract price annually and agree variations to it, if any, to ensure that the Enterprise is properly compensated for delivering the Services. This is without prejudice to the power of the Enterprise Development Board acting reasonably to vary the contract price at any time throughout the Operating Period.

24 VALUE ADDED TAX

- 24.1 Value Added Tax (VAT) where applicable shall be shown separately on all invoices as a strictly net extra charge.
- 24.2 The Council and the Enterprise agree to pay to the other any VAT properly chargeable.
- 24.3 The Enterprise will ensure that it accounts properly for and pays over any VAT and Corporation Tax that may be payable to HMRC

25 METHOD OF PAYMENT

- 25.1 The Council will pay the Enterprise at least the Minimum Sum for the Services in the amounts determined by the method set out in Schedule Two to this Agreement by BACS transfer to the Enterprise's bank account at least 20 business days in advance throughout the Operating Period.
- 25.2 The Enterprise will provide the Council Development Lead or any other person nominated by the Council with a quarterly report setting out how many of the services detailed in Schedule One were carried during each quarter of the Operating Period. The Council will pay any additional sums on top of the Minimum Sum as may be required to match the Fee to which the Enterprise would be entitled. Such additional sums will be paid by BACS transfer to the Enterprise bank account within 10 working days of the end of the quarter in question.

26 RECOVERY OF SUMS DUE

- 26.1 Wherever under the Agreement any sum of money is recoverable from or payable by either Party to the other Party (the "owed party") (including any sum which is

liable to be paid in respect of any breach of this Agreement), the owed party may deduct that sum from any sums then due to the other Party under the Agreement.

- 26.2 Any overpayment by the owed party to the other Party shall be recoverable by the owed party as a debt.
- 26.3 Subject to clauses 26.1 and 26.2 above, both Parties shall make any payments due to the other Party without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless agreed otherwise in writing by both Parties.

27 SERVICE USER CONTRIBUTION

- 27.1 In order to ensure that the Council has accurate attendance information for the purposes of billing Service Users for their contribution towards the cost of care, the Enterprise will submit four weekly returns in the format advised by the Council.

28 CUSTOMER PAYMENTS AND OTHER INCOME

- 28.1 **The Enterprise will be entitled to keep all and any surpluses arising from any income it derives excluding the Fee throughout the Operating Period. In so far as any surpluses arise from payment of the Fee the Enterprise will be entitled to keep such surpluses subject to any determination made by the Enterprise Development Board regarding State Aid.**
- 28.2 **The Enterprise shall not derive more than 15% of its turnover as income from sources other than the Council over the Operating Period.**

PART E – STATUTORY OBLIGATIONS AND REGULATIONS

29 EQUAL OPPORTUNITIES

- 29.1 In the performance of the Services, the Enterprise and any sub-contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, belief, disability, sexual orientation, age, or any other protected characteristic under the Equality Act 2010 or otherwise) in employment.
- 29.2 The Enterprise shall take all reasonable steps to secure the observance of clause 29.1 by its Staff employed in the execution of this Agreement, including but not limited to:
- 29.2.1 The Enterprise shall have an equal opportunities policy which must ensure that access to and use of the Services is not subject to unlawful discrimination;

29.2.2 The Enterprise shall provide such information as the Council may reasonably require for the purpose of assessing the Enterprise's continued compliance with this clause 29.

30 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

30.1 No person who is not a Party to the Agreement shall have any right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

31 HEALTH AND SAFETY

31.1 In relation to the Enterprise's Staff, the Enterprise shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice pertaining to the health and safety of employees and others who may be affected by the Enterprise's acts or omissions in providing the Services under this Agreement and shall require that any sub-contractors likewise comply.

31.2 The Council reserves the right to suspend the provision of the Services in whole or in part without paying compensation if and whenever the Enterprise is, in the reasonable opinion of the Council, in contravention of the Health and Safety at Work Act 1974 and provision within this clause 31.

32 HUMAN RIGHTS

32.1 The Enterprise shall comply with Human Rights Act 1998 (HRA) as if it were a 'Public Authority' within the meaning of the legislation.

33 TRANSFER OF UNDERTAKINGS

33.1 The Parties acknowledge and agree that the TUPE Regulations 2006 (the 'Regulations'), the Best Value Authorities Staff Transfers (Pensions) Direction 2007 apply and that from the Transfer Date the Enterprise shall employ the Transferring Employees and shall, subject to any specific provisions in this Agreement to the contrary, be responsible for all remuneration benefits, entitlements and outgoings in respect of the Transferring Employees including without limitation all wages, pension contributions, holiday pay, maternity pay, sickness pay, bonuses, commission, payment of PAYE national insurance and superannuation contributions to the extent that the same arise on or after the Transfer Date.

33.2 The Council shall provide the Enterprise with the information that it is obliged to provide under the Regulations which shall include the information listed in clause 33.1 and on the Transfer Date or as soon as reasonably practicable thereafter shall provide the personal files for the Transferring Employees.

- 33.3 The Council warrants and represents the accuracy of the information, that it shall provide information pursuant to clause 33.2 and shall update the information as and when it becomes known to the Council.
- 33.4 The Council warrants and represents that it is not aware of any proceedings, claims, disputes or grievances relating to the Transferring Employees except as disclosed in writing to the Company prior to the date of this Agreement.
- 33.5 The Council undertakes to cooperate with the Enterprise in relation to the Enterprise's investigation of any disciplinary matter concerning any Transferring Employee that occurred before the Transfer Date and to provide the Enterprise with any evidence in the Council's possession that it may lawfully provide which relates to any such disciplinary matter.
- 33.6 The Council undertakes to indemnify and keep the Enterprise indemnified from and against all direct claims, liabilities, costs, and demands, including for the avoidance of doubt the costs of all litigation in any court or tribunal, reasonably incurred by the Enterprise arising from or in respect of any of the Transferring Employees and/or any other employee or former employee of the Council or any agency worker who was engaged by the Council in the provision of services prior to the Transfer Date in so far as and to the extent that the same arise from any action, neglect or default of the Council (at any time before the Transfer Date) in relation to the employment of the Transferring Employees provided that:
- 33.6.1 the Enterprise makes no statement in connection with such claim that is prejudicial to the Council;
- 33.6.2 such claim is not caused or contributed to by acts, neglect or omissions of the Enterprise other than in accordance with the provisions of this Agreement;
- 33.6.3 the Council is immediately notified in writing of the details of the claim, demand, cost etc.;
- 33.6.4 the Council is allowed to conduct and/or settle all litigation and negotiations resulting from such claims;
- 33.6.5 the Enterprise takes reasonable steps to mitigate its losses as far as possible arising from such claim; and
- 33.6.6 the Enterprise gives the Council all reasonable assistance in connection with such claim.
- 33.7 The Enterprise shall indemnify and keep the Council indemnified from and against all direct claims, liabilities, obligations, costs, and demands, including for the avoidance of doubt the costs of all litigation in any court or tribunal, reasonably incurred by the Council arising from or in respect of any of the Transferring Employees, Additional Employee and/or any other employee of the Enterprise in so far as and to the extent that the same are caused by any act, neglect or default of the enterprise or any partner organisation of the Enterprise at any time after the Transfer Date provided that:

- 33.7.1 the Council makes no statement in connection with such claim that is prejudicial to the Enterprise;
- 33.7.2 such claim is not caused or contributed to by acts, neglect or omissions of the Council other than in accordance with the provisions of this Agreement;
- 33.7.3 the Enterprise is immediately notified in writing of the details of the claim;
- 33.7.4 the Enterprise is allowed to conduct and/or settle all litigation and negotiations resulting from such claims;
- 33.7.5 the Council takes reasonable steps to mitigate its losses arising from such claim; and
- 33.7.6 the Council gives the Enterprise all reasonable assistance in connection with such claim.
- 33.8 Clause 33.7 shall have effect in relation to any failure by the Enterprise and/or partner organisation to comply with any obligation under the Regulations in respect of the Transferring Employees whether any such claim arises or has its origin before or after the Transfer Date.
- 33.9 Where on or after the Transfer Date and at any time during the Operating Period any Variation in or to the Services or Fee or Minimum Sum causes the Enterprise to dismiss any Employee by reason of redundancy then the Council shall indemnify the Company in respect of all direct costs, losses, liabilities, expenses, actions, proceedings, claims and demands ("Costs") made, suffered, sustained or incurred by the Enterprise (whether under TUPE or this Agreement or otherwise) in terminating the employment of any such Employee by reason of redundancy including without limitation all Costs arising from any statutory or contractual (i) salary payments (ii) national insurance (iii) sick pay (iv) maternity pay (v) redundancy payment (vi) notice pay (vii) payment in respect of accrued but untaken holiday up to the termination date (viii) the LGPS Regulations (but only to the extent that any Costs payable by the Enterprise would not have been made, suffered, sustained or incurred but for the termination of employment by the Enterprise of any Employee to which this clause relates) provided always that the Enterprise has taken all reasonable steps to mitigate against such Costs.
- 33.10 Clause 33.9 shall not apply to any costs associated with a claim which arises partly or wholly out of a breach by the Enterprise of its obligations to follow a fair redundancy procedure (including any unreasonable failure to make an offer of suitable alternative employment) or arising out of any failure to comply with sections 188, 188A and 193 of the Trade Union & Labour Relations (Consolidation) Act 1992 or any payments of a non statutory or non Service Agreement nature made to any Original Employee which have not been previously approved in writing by the County Council.
- 33.11 On Termination:
- 33.11.1 In the event of the Council not intending to renew or extend the contract beyond the Operating Period the Council will give at least 12 months notice of its intentions to the Enterprise.

33.11.1.1 During the 12 months preceding the expiry of this Agreement the Enterprise shall, at no cost to the Council and to the extent that it is not prevented from doing so by the provisions of any legislation relating to data protection, fully and accurately disclose to the Council and/or any incoming contractor the employee liability information required under the Regulations and to the extent that the employee liability information does not cover it the following information:-

- a list of Employees, their roles and amount of time spent in providing the Services;
- a list of agency workers, agents and sub-contractors engaged by the Enterprise;
- the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those personnel;
- the terms and conditions of employment of the Employees their age, salary, date continuous employment commenced and (if different) the commencement date, enhancement rates, and any other factors affecting their redundancy entitlement and any outstanding claims arising from employment;
- any disciplinary proceedings or grievance issued within the previous 2 years;
- any court or tribunal cases brought by the Employees in the previous 2 years, or any grievance, court or tribunal cases which the Enterprise has reasonable grounds to believe that an Employee may bring;
- any collective agreement which will have effect after the transfer of the Employees.

33.11.1.2 The Enterprise shall seek the consent of the Employees to providing the Council with the information it may require from time to time and shall warrant as to the accuracy of all the information provided to the Council pursuant to clause 33.11.1.1 and, subject to the Council complying with any relevant data protection legislation, authorises the Council to use any and all the information as it may consider necessary for the purposes of its business or for informing any future service delivery model or incoming tenderer for any services which are substantially the same as the Services (or any part thereof).

33.11.1.3 During the 12 months preceding the expiry of this Agreement or where notice to terminate this Agreement for whatever reason has been given, the Enterprise shall allow and assist the Council or such other persons as may be authorised by the Council to communicate with and meet the Employees and their trade union or Employees representatives as the Council may reasonably request.

33.11.1.4 The Enterprise undertakes to the Council that it shall comply with its obligations, if any, to inform and consult in relation to the Transferring Employees and Additional Employees in connection with the termination of this Agreement including but

not limited to obligations under the Regulations and The Trade Union and Labour Relations (Consolidation) Act 1992 and that it will indemnify the Council and keep the Council indemnified in full from and against all direct, indirect or consequential liability loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Council as a result of any breach by the Enterprise of this undertaking.

33.11.1.5 During the 12 months preceding the expiry of this Agreement or where notice to terminate this Agreement for whatever reason has been given, the Enterprise shall not without prior written consent of the Council (which shall not be unreasonably withheld):-

- vary or purport or promise to vary the terms and conditions of employment of any member of Employees employed in connection with the Services;
- increase or decrease the number of Employees employed in connection with the Services; or
- assign or redeploy any member of Employees employed in connection with the Services to other duties unconnected with the Services.

33.12 The Enterprise shall not charge the Council or any Replacement Provider for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this clause 33.

33.13 At the end of the Operating Period (and howsoever arising) the Enterprise shall forthwith deliver to the Council upon request all the Council's property (including but not limited to materials, documents, information) relating to the Agreement.

33.14 The Enterprise shall use all reasonable endeavours to transfer all data in accordance with industry standard format (or any format reasonably specified by the Council or a Replacement Provider) relating to the Services including without limitation requests for Services to be undertaken which have not been completed.

33.15 At any time upon reasonable notice from the Council Development Lead (in connection with a proposed tender or negotiation for services which will replace the Services in whole or in part or where the request is occasioned by the termination of the Agreement) forthwith the Enterprise shall supply to the Council a full, complete and accurate list of those Staff members engaged in the Services (whether or not employed by the Enterprise), detailing the numbers and composition, for each of the Staff the number of hours or work per week on the Services and the number of hours per week worked for the Provider, job title, age, length of continuous service including the employment start date, current remuneration, benefits and notice periods of the Staff, terms and conditions of employment including but not limited to wages, holiday pay, bonuses and overtime rate, annual leave entitlement and pension scheme details and including any particulars that the Enterprise is obliged to give under section 1 of the Employment Rights Act 1996, any current disciplinary or grievance proceedings ongoing and any such proceedings in the preceding two years, any claims, current or which the Provider has reasonable grounds to believe will be brought by the Staff or their representatives or which have been brought in the preceding

two years, all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Staff, information on any collective agreements which will have effect in relation to the Staff and any other employee liability information as specified in the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE Regulations') and shall warrant the accuracy of such information and shall forthwith notify the Council of any change in such information.

- 33.16 To the extent that compliance with clause 33.15 requires the disclosure of personal data within the meaning of the Data Protection Act 1998 then it is the responsibility of the Enterprise to have given such notices or to have obtained such consents as is necessary to lawfully enable it to comply with the obligations in clause 33.15.
- 33.17 The Enterprise shall permit the Council to use the information provided pursuant to clause 33.15 for informing any future tender for the Service or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.
- 33.18 The Enterprise shall comply with any reasonable request made by the Council for Staff information detailed in clause 33.15, if such request is made by the Council for the purpose of considering the application of, or complying with the requirements of the TUPE Regulations upon the termination of the Agreement or any part thereof. The Enterprise shall supply the requested information to the Council within a reasonable time following the request and shall use its best endeavours to ensure that such information is accurate. The Council shall treat such information as confidential to itself and its advisors, save as required by law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Services in succession to the Enterprise.
- 33.19 The Enterprise undertakes to effect no changes in the numbers, identity, functions and terms and conditions of employment of Staff employed by the Enterprise in connection with the performance of the Agreement during any period when either Party shall have served notice to terminate the Agreement without the Council's prior written consent. Such consent not to be unreasonably withheld or delayed.
- 33.20 At the end of the Operating Period (howsoever arising) and/or after the Operating Period the Enterprise shall co-operate free of charge with the Council and any new provider appointed by the Council to continue or take over the performance of the Agreement in order to ensure an effective handover of all work then in progress.
- 33.21 The provisions of this clause 33 shall survive the continuance of the Agreement indefinitely after its termination.
- 33.22 Redundancy:
- 33.22.1 If at any time during the Operating Period the Enterprise considers it essential for the efficient and effective performance of the Agreement to

make any transferred staff redundant the costs of such redundancy including pension strain, if any, will be underwritten by the Council.

33.22.2 In all other circumstances The Enterprise will be responsible for such costs unless the Enterprise Development Board agrees otherwise.

33.23 Sub-Contractors:

33.23.1 The Enterprise will provide the Enterprise Development Board with the identities of any proposed sub contractor and shall not use that sub contractor without the prior approval of the Enterprise Development Board, such approval not to be unreasonable withheld.

33.23.2 In the event that the Enterprise enters into any sub-contracts to carry out some or all of the Services it shall, as far as the terms are relevant, impose obligations on its sub-contractors in the same terms as those imposed on it and shall procure that the sub-contractors comply with such terms.

33.24 Pension Arrangements:

33.24.1 Throughout the Operating Period the Enterprise will be a transferee admission body in the Norfolk Pension Fund.

33.24.2 To the extent that there is any deficit in the Norfolk Pension Fund attributable to the Transferring Employees at the Transfer Date, liability for that deficit will remain with the Council. The Council undertakes to indemnify the Enterprise and to hold it harmless against all claims for payments, damages, losses, reasonable costs and expenses (including legal and actuarial expenses) of whatever nature arising from or in connection with any underfunding of benefits relating to and/or determined by reference to pensionable service attributable to the Transferring Employees in the Norfolk Pension Fund before the Transfer Date, whether that underfunding arises before or after the Transfer Date. For the purposes of this clause 33.24 underfunding shall be deemed to exist and shall be measured on the basis which is used for the setting of contributions to the Norfolk Pension Fund by employers participating in it and for the avoidance of doubt this underfunding mechanism includes any deficit arising at termination of this Agreement or at the end of the Operating Period.

33.24.3 The Council shall procure that the pension liabilities and pension assets attributable to the Transferring Employees will be valued at the Transfer Date on the same basis as that used in respect of employees of the Council in the latest actuarial valuation of the Norfolk Pension Fund. The valuation shall be used to determine the percentage contribution rate required to be paid by the Enterprise in respect of each of the Transferring Employees during the Operating Period.

33.24.4 The Enterprise shall pay the contributions due in respect of all Transferring Employees who were either members of the LGPS immediately prior to the Transfer Date or Transferring Employees who join the LGPS after the Transfer Date and during the Operating Period at the

percentage contribution rate determined in accordance with clause 33.24.3 to the Norfolk Pension Fund on a monthly basis in arrears from the Transfer Date until such time as either this Agreement ends or is terminated for whatever reason or a Transferring Employee ceases to be a member of the Norfolk Pension Fund for whatever reason.

- 33.24.5 Where the actual contributions (excluding contributions due under clause 33.24.10) required to be paid to the Norfolk Pension Fund in any month during the Operating Period by the Enterprise in respect of the Transferring Employees exceed the contributions that are payable at the percentage contribution rate determined in accordance with clause 33.24.3 and clause 33.24.4, the Council shall pay the Enterprise the amount by which such contributions exceed the percentage contributions that would otherwise be payable under those clauses. Such reimbursement shall be paid by the Council within 20 days of determination by the actuary appointed to the Norfolk Pension Fund of the amount due.
- 33.24.6 If, during the Operating Period, the Council procures a valuation of all the pension assets and pension liabilities of the Norfolk Pension Fund and that valuation reveals a deficit in respect of the Transferring Employees then, subject to clause 33.24.10, liability for that deficit shall be the responsibility of the Council.
- 33.24.7 At the end of the Operating Period or on termination of this Agreement for whatever reason, the Council shall procure that the pension liabilities and pension assets attributable to the Transferring Employees in the Norfolk Pension Fund are valued on the same basis as that used in clause 33.24.3.
- 33.24.8 Subject to clause 33.24.10 any deficit arising under the valuation pursuant to clause 33.24.8 which is attributable to the Transferring Employees in the Norfolk Pension Fund shall be the responsibility of the Council and the Council shall indemnify the Enterprise against all claims, demands and liabilities incurred by the Enterprise in respect of such a deficit arising. Any costs incurred by the Enterprise in connection with the valuation shall be borne by the Council.
- 33.24.9 Notwithstanding the provisions of clause 33.24.2 to clause 33.24.9 during the Operating Period and on termination of this Agreement the Enterprise agrees to pay any additional employer contributions and any other additional costs in relation to the Transferring Employees resulting only from the following:
- 33.24.9.1 pay increases awarded by the Enterprise over and above those agreed by the Joint National Negotiation Committee for Local Authority Employees, or those agreed by the Council if this is different;
- 33.24.9.2 any exercise of a discretion conferred upon the Company under the Local Government Pension.

33.24.10 Additional Employees will not be eligible to participate in the Norfolk Pension Fund. Where any Staging Date applicable to the Enterprise occurs at any time during the Operating Period the Enterprise undertakes to comply with all the requirements of auto enrolment including enrolment to a qualifying auto enrolment scheme for all eligible job holders. Prior to any such Staging Date the Enterprise shall offer Additional Employees either a stakeholder pension which complies with relevant pensions legislation or the NEST pension on a voluntary basis subject to any employer contribution rate not exceeding 3% of relevant remuneration throughout the Operating Period.

34 SUPPORT SERVICES, CORPORATE SERVICES AND ENTERPRISE SUPPORT SERVICES

- 34.1 It is the intention of the Parties that the Enterprise should determine and source its own Enterprise Support Services. During the first 12 months of the Operating Period, however, and subject to any prior approval by the Enterprise Development Board(or prior to its establishment the Departmental Senior Management Team), the Enterprise will use the Council's Support Services as required for the effective and efficient provision of the Services.
- 34.2 The Enterprise will have no liability in respect of costs of Corporate Services throughout the Operating Period.
- 34.3 The Enterprise will be free to replace any Support Services by Enterprise Support Services in the first 12 months of the Operating Period subject to the prior approval of the Enterprise Development Board. After the first 12 months of the Operating Period the Enterprise will be free to replace any Support Services with Enterprise Support Services as it sees fit without the need for any prior approval.

35 ASSETS

- 35.1 It is not the intention of the Council to transfer assets to the Enterprise as such assets could never be returned to the Council because the Enterprise is subject to an asset lock by virtue of its being a CIC. The Council intends instead to make all and any assets available for the use of the Enterprise in exchange for a fair payment for their use by the Enterprise which will be reflected in the Fee.
- 35.2 At least two months prior to the Transfer Date the Council will compile a list of assets not being Community Hubs, other Operational Buildings and office accommodation and ascribe a fair value to their use by the Enterprise to be set out in Schedule Five Part 1 to this Agreement.
- 35.3 At least two months prior to the Transfer Date the Council will compile a list of Community Hubs, other Operational Buildings and office accommodation and ascribe a fair value to their use by the Enterprise to be set out in Schedule Five Part 2 to this Agreement
- 35.4 The Enterprise Development Board will determine any additional payments that may be due in respect of asset usage at the end of the Operating Period, or on termination of this Agreement at any other time, and the Enterprise will be liable

to make such payment unless they are capable of being written off as part of permissible aid or otherwise.

36 ENVIRONMENTAL REQUIREMENTS

- 36.1 The Enterprise shall operate and comply with and provide for the Council on request an environmental policy proportionate to the size and nature of the business and covering elements such as: transport and travel, energy usage, waste and recycling, printing.

37 THE CRIME AND DISORDER ACT

- 37.1 The Enterprise acknowledges that the Council is subject to the requirements of section 17 of the Crime and Disorder Act 1998 and shall at all times deliver the Service in such a way as to minimise the risk of crime occurring, for example by safeguarding the personal safety of Service Users and Staff, and taking reasonable measures against fraud and theft.

PART F – INFORMATION

38 DATA PROTECTION ACT

- 38.1 Each Party shall comply with the requirements of the Data Protection Act 1998 (the “DPA”) in relation to the provision of the Services and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of the DPA.
- 38.2 It is not anticipated that the Enterprise will act as a Data Processor (within the meaning of the DPA) on behalf of the Council. However, to the extent the Enterprise does act as a Data Processor (within the meaning of the DPA) on behalf of the Council the Enterprise shall:
- 38.2.1 ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of such personal data and against accidental loss, destruction of, or damage to the personal data;
 - 38.2.2 not use the data for its own purposes;
 - 38.2.3 not process any personal data outside the European Economic Area; and
 - 38.2.4 act only on instructions from the Council in respect of such personal data.
- 38.3 On termination of this Agreement the Enterprise shall return all personal data of which the Council is the Data Controller (within the meaning of the DPA) or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Council.
- 38.4 The provisions of this clause 38 shall apply during the Operating Period and indefinitely after its expiry or termination.

39 CONFIDENTIALITY

39.1 Each Party shall:

- 39.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- 39.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as
 - 39.1.2.1 may be necessary for the performance of the Agreement; or
 - 39.1.2.2 where disclosure is otherwise expressly permitted by the Agreement; or
 - 39.1.2.3 where disclosure is required by law.

40 FREEDOM OF INFORMATION

- 40.1 The Enterprise acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 38.4. The Enterprise acknowledges that the Council is subject to the requirements under the Freedom of Information Act 2000 (the "FOIA") the Code of Recommended Practice for Local Authorities on Data Transparency (the "Code") and the Environment Information Regulations 2004 (the "Regulations") and shall cooperate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.
- 40.2 The Enterprise must, and must ensure that any sub-contractors:
- 40.2.1 transfer the request for information to the Council as soon as practicable after receipt and in any event within ten Business Days of receiving a request for information;
 - 40.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within ten Business Days (or such other period as the Council may specify) of the Council requesting that information; and
 - 40.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Regulations.
- 40.3 The Council will be responsible for determining at its absolute discretion whether any information:
- 40.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Regulations;

40.3.2 is to be disclosed in response to a request for information, and in no event will the Provider respond directly to a request for information unless expressly authorised to do so by the Council.

40.4 The Enterprise acknowledges that the Council may, acting in accordance with the Ministry of Justice Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Code or the Regulations to disclose information:

40.4.1 without consulting the Enterprise; or

40.4.2 following consultation with the Enterprise and having taken its views into account.

40.5 The Enterprise must ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and must permit the Council to inspect such Records as requested from time to time.

PART G – LIABILITY AND INSURANCE

41 LIABILITY

41.1 The Enterprise shall keep the Council fully and effectively indemnified against all liability for any of the following which arise out of or in consequence of the breach by the Enterprise of its obligations under the Agreement including:

41.1.1 death or personal injury to any person;

41.1.2 loss of or damage to property which arises out of the negligent, imperfect or improper performance of the Services by the Enterprise or their workmen, servants or agents, or any actual defect in the Services provided;

41.1.3 actions, proceedings, expenses, claims and demands in respect of any matter contravening the provision of legislation including any statutes, any enforceable European Community rights, any statutory instruments and any applicable guidance or codes of practice in force from time to time;

41.1.4 any failure of the Services to comply with any obligation set out in this Agreement;

41.1.5 any claim against the Council by any third party as a result of any breach by the Enterprise of the Agreement or any obligations implied on the Enterprise's part by the Supply of Goods and Services Act 1982 or any other statute or statutory provision relevant to the Contractor the Services supplied under it; and

41.1.6 all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information by the Enterprise under clause 33 (Transfer of Undertakings).

41.2 The Enterprise shall not be liable to indemnify the Council for any liability under clause 41.1 above, which arises:

41.2.1 as a direct result of the Enterprise acting properly on the instructions of the Council or in accordance with the Council's published procedures which the Council requires the Enterprise to follow; or

41.2.2 to the extent that the liability is caused by the negligence, wilful misconduct or a breach of the Agreement by the Council or its employees or agents.

42 INSURANCE

42.1 The Enterprise shall obtain and keep in force at all times the following policies of insurance:-

- public liability insurance cover for an amount of not less than £5 million in respect of any one incident, with no cap on annual or aggregate claims; and
- employer's liability insurance cover as required by law.

42.2 The Enterprise may, for so long as the Council's insurers permit such an arrangement or the Council are willing for the arrangement to continue, meet its obligations under clause 42.1 by arranging its insurance through the Council's own insurance policies or self insurance arrangements.

43 WARRANTIES AND REPRESENTATIONS

43.1 The Enterprise warrants and represents to the Council that:

43.1.1 the Enterprise has the full capacity and authority and all necessary consents (including but not limited to where its procedures so require, the consent of its parent company) to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Enterprise;

43.1.2 the Enterprise shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 43) in accordance with its own established internal procedures;

43.1.3 the Enterprise is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement, default of which might have a material adverse effect to its business, assets or financial condition or its ability to observe or perform its obligations under this Agreement;

43.1.4 the Enterprise has all necessary licenses, rights and permissions to carry out its obligations specified in this Agreement and made known to the Council from time to time.

44 LAW AND JURISDICTION

- 44.1 The Parties agree that the Agreement shall be subject to English Law and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the legal relationship established by the Agreement.

PART H – DISPUTE, DISRUPTION, SUSPENSION AND TERMINATION

45 DISPUTE

- 45.1 The Parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter in connection with or arising out of this Agreement.
- 45.2 The Council and the Enterprise will work in partnership to ensure the continuity of the Services and appropriate working relationships between staff of the Council and the Employees and as such any difficulty or problem shall initially be discussed between the Council Development Lead and the Enterprise Development Lead.
- 45.3 In the event that the difficulty or problem remains between the Enterprise and the Council the issue will be raised between the Managing Director of the Enterprise and the Director of Community Services for the Council.
- 45.4 If the issue cannot be resolved by the Managing Director of the Company and the Director of Community Services for the Council then the issue will be referred the Enterprise Development Board.
- 45.5 If the issue referred to in clause 45.4 has not been resolved and is against the Enterprise and in particular where it is a complaint that the Enterprise is failing in whole or in part to deliver the Services in accordance with the terms of this Agreement then without prejudice to its rights in clause 40 and clause 41, the Council may on the recommendation of the Enterprise Development Board:
- 45.5.1 require the Managing Director of the Enterprise to attend such meetings as the Council shall arrange to discuss the complaint and agree a plan for improvement in the delivery of the Services
 - 45.5.2 require the Enterprise to implement any plan agreed with the Managing Director for improvement in the delivery of the Services
 - 45.5.3 recover from the Enterprise such sums of money as it has reasonably incurred in dealing with the Enterprise's failure to deliver.
- 45.6 If the complaint referred to in clause 45.4 has not been resolved and is against the Council and in particular where it is a complaint that the Council is failing substantially to meet its obligations under the terms of this Service Agreement then without prejudice to any termination rights the Enterprise may on the recommendation of the Enterprise Development Board;

- 45.6.1 require an appropriate officer of the Council who in the first place shall be the Council Development Lead to attend such meetings as the Enterprise shall arrange to discuss the complaint and to agree a plan for improvement
- 45.6.2 require the Council to implement any plan agreed with the Enterprise for improvement.

46 SUSPENSION OF NEW PLACEMENTS AND FAILURE TO PERFORM

- 46.1 Notice of Suspension may be served on the Enterprise where in the reasonable opinion of the Council Development Lead the Enterprise is causing concern in its ability to maintain a satisfactory standard of Services to its existing Service Users. Such Notice of Suspension may be served in the following circumstances:
 - 46.1.1 The Council is instigating its local Safeguarding Adults procedure; or
 - 46.1.2 There are unsatisfactory reports from the Council's Quality Assurance Team, Environmental Health, the Fire Authority, or other agencies assessing the Enterprise
- 46.2 Suspension of this Agreement will have the effect that no new Service User shall be referred to the Services after the date of such Notice of Suspension.
- 46.3 Notice of Suspension will specify the necessary action to rectify the problem.
- 46.4 Suspension will be lifted:
 - 46.4.1 once the Council Development Lead is satisfied that actions resulting from a Safeguarding Adults from Abuse meeting have been met and the specific Serious Concerns have been closed within the minutes of the meeting; and/or
 - 46.4.2 once other agreed actions have been completed to the satisfaction of the Council, acting reasonably.
- 46.5 In any other case of failure to perform the Council Development Lead may serve a Performance Notice and the Enterprise shall at its own cost and expense remedy such failure within such period of time as the Council Development Lead may direct within the Performance Notice.
- 46.6 A Performance Notice issued by the Council Development Lead shall identify the performance deficiency, its implications and timescales for resolving them. The Council Development Lead will monitor the rectification by the Enterprise of the failure to perform and cancel the Performance Notice if the failure has been resolved to the satisfaction of the Council Development Lead.
- 46.7 If the failure set out in a Performance Notice has not been resolved to the satisfaction of the Council Development Lead the matter will be referred to the Enterprise Development Board and dealt with in accordance with clause 41.

47 TERMINATION OF ENTIRE AGREEMENT(OTHER THAN DEFAULT)

- 47.1 Either Party may terminate this Agreement by giving at least six months' notice in writing to the other Party, or such lesser period by agreement. During the notice period both Parties will co-operate to ensure the needs of the Service Users continue to be met.
- 47.2 Subject to the provisions of Clause 13 (Force Majeure), the Council may terminate this Agreement by notice in writing with immediate effect if:
- 47.2.1 the Enterprise ceases or threatens to cease to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets that in the reasonable opinion of the Council would adversely affect the delivery of the Services;
 - 47.2.2 the Enterprise undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement;
 - 47.2.3 if the Enterprise passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any Party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge;
 - 47.2.4 the Enterprise is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 47.2.5 in respect of any premises which are essential to the delivery of the Services, any landlord is granted an order for the forfeiture of the lease;
 - 47.2.6 any person holding a mortgage or other charge over any premises which are essential to the delivery of the Services is granted an order for possession of the premises or any similar order;
 - 47.2.7 the Enterprise's accreditation status with the Care Quality Commission ceases
 - 47.2.8 the Council is of the reasonable opinion that the continued provision by the Enterprise of the Service is such as to have a material adverse effect on the image or reputation of the Council.
- 47.3 The Enterprise shall notify the Council immediately if any of the events listed in Clause 47.2 occur.

48 DEFAULT AND TERMINATION OF ENTIRE CONTRACT ON DEFAULT

- 48.1 Without prejudice to clause 48.2, either Party (the “Aggrieved Party”) may instruct the other Party (the “Party in Default”) to remedy any Default within a reasonable timeframe by notice in writing.
- 48.2 The Aggrieved Party may terminate the Agreement, or terminate the provision of any part of the Agreement by written Notice to the Party in Default with immediate effect if the Party in Default commits a default and if in the opinion of the Enterprise Development Board:
- 48.2.1 the Party in Default has not remedied the Default to the satisfaction of the Aggrieved Party within the timeframe specified by the Aggrieved Party, after issue of a written Notice specifying the Default and requesting it to be remedied and the failure is (in the case of Default by the Enterprise only) materially adverse to the interests of Service Users or the Council or prevents the Council from discharging a statutory duty;
 - 48.2.2 the Party in Default persistently fails to remedy the Default to the satisfaction of the Aggrieved Party within the timeframe specified by the Aggrieved Party, after issue of a written Notice specifying the Default and requesting it to be remedied;
 - 48.2.3 in the reasonable opinion of the Aggrieved Party the Default is not capable of remedy for any reason;
 - 48.2.4 the Party in Default has committed a Default on three occasions in any six month period; or
 - 48.2.5 the Default is a Material Breach of the Contract.
- 48.3 In the event that the Enterprise Development Board is of the reasonable opinion that there has been a Material Breach of the Agreement by the Enterprise then the Council may, without prejudice to its rights under clause 47 (Termination), do any of the following:
- 48.3.1 without terminating the Agreement under clause 48.2, itself procure the supply of all or part of the Services until such time as the Enterprise shall have demonstrated to the reasonable satisfaction of the Council that the Enterprise will once more be able to supply all or such part of the Services in accordance with the Agreement;
 - 48.3.2 without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or,
 - 48.3.3 terminate, in accordance with Clause 47.2 (Termination), the whole of the Agreement.
- 48.4 The Council may charge the Enterprise for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Enterprise for such

part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

SIGNATURES

IN WITNESS of which this Contract has been duly executed by the Parties on the date set out at the beginning.

Agreed and accepted for and on behalf of the Enterprise by

Signature.....

Name

Title

Date

Agreed and accepted for and on behalf of the Council by

Signature.....

Name

Title

Date

and

Signature.....

Name

Title

Date

SCHEDULE ONE – SERVICE SPECIFICATION

Schedule One

Service Specification including Key Performance Indicators and Contract Monitoring & Review Arrangements

Version Draft 060623

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1. PURPOSE

This Schedule specifies:

- the outcomes which the Council wishes to achieve through the delivery of the specified services by the Enterprise.
- the key performance indicators
- the core service delivery principles

that collectively will form the basis for contract monitoring and review.

2. SCOPE OF SERVICE

The services include the following non regulated and regulated community based services wherever delivered in Norfolk irrespective of whether the delivery is to eligible customers or non eligible customers:

- Day Opportunities for adults with learning disabilities
- Day opportunities for adults with physical disabilities
- Day Opportunities for older people
- Respite Services for adults with learning disabilities and/or physical disabilities
- Floating Support Services
- Personal Support Services
- Supported Living Services for adults with learning disabilities
- Norfolk Industries
- Stepping Out
- Employment Support Services for adults with learning disabilities
- Transition service

3. GENERAL REQUIREMENTS FOR THE DELIVERY OF THE SERVICES

3.1 In providing any regulated services the Enterprise is required to be registered with the Care Quality Commission (CQC) and to maintain that registration throughout the Contract Period. All services must be delivered so as to meet the “Essential Standards of Quality and Safety” as set out in the Health & Social Care Act 2008 (Regulated Activities) Regulations 2009 and the Care Quality Commission (Registration) regulations 2009. Each Provider must be registered with the Care Quality Commission (CQC) and will be inspected as required by the CQC.

3.2 The delivery of the services whether regulated or non regulated must be delivered in accordance with the core principles set out in Appendix 3 to this Schedule.

3.3 The Enterprise must ensure that it has the ability to provide the necessary service with sufficient numbers of trained and competent staff necessary to provide care for each person using the service. The Enterprise must demonstrate a commitment to maintaining and delivering high quality services for adults and older people with a variety of needs and/or conditions and provide services where all aspects of a person’s care and support needs are met.

3.4 The Enterprise will deliver services that meet the needs of the individual and are provided by competent staff in a way that supports the safety and security of the people using the service. The services shall be responsive, reliable and maintain a person’s dignity and respect at all times. The services shall be accessible and delivered with understanding and without discrimination.

3.5 Services should be delivered in a way that enables the person using the service to maximise their independence, health and well-being and supports their social, spiritual, emotional and healthcare needs.

3.6 The Enterprise must ensure that their staff have regard for people's equality and diversity and upholds people's human rights and does not discriminate against people for any reason. Service's policies will incorporate respect for both staff and people using the service.

3.7 In providing a person-centred service the Provider must ensure they respect the ethnic, religious and cultural background of the person receiving the service.

3.8 Norfolk County Council will require all Providers to sign up to and comply with Norfolk Multi-Agency Safeguarding Adults Policy and Procedures (www.norfolk.gov.uk) and follow the links to Adult Social Care / Safeguarding Adults / Policies and Procedures.

4. COMMISSIONING AND OUTCOMES

4.1 The specific outcomes to be achieved for individual customers shall be agreed between the Service User, Social Care Practitioner, and Provider and recorded in the Care and Support Plans.

4.2 The Enterprise shall inform the Council of the need to review the Care and Support Plan if there is a material change in the customer's needs, or in the way that customer would prefer to have their Services provided.

In line with the Making it Real (MiR), services should be delivered in a person centred, sensitive and flexible manner that promotes independence, enables choice and control, respects privacy and dignity and encourages the maintenance and development of skills and abilities.

The MiR outcomes are set out in Appendix 2 which in turn are based upon the MiR statements set out in Appendix 1.

In addition the services shall be provided to achieve the CQC derived outcomes listed below:

Involvement and information

Outcome 1 – Respecting and Involving People who use services

People understand the care and treatment choices available to them. They can express their views and are involved in making decisions about their care. They have their privacy, dignity and independence respected, and have their views and experiences taken into account in the way in which the service is delivered.

Outcome 2 - Consent to care and treatment

People give consent to their care and treatment, and understand and know how to change decisions about things that have been agreed previously.

Personalised care, treatment and support

Outcome 4 – Care and welfare of people who use services

People experience effective, safe and appropriate care, treatment and support that meet their needs and protect their rights.

Outcome 5 – Meeting nutritional needs

People are encouraged and supported to have sufficient food and drink that is nutritional and balanced, and a choice of food and drink to meet their different needs.

Outcome 6 – Cooperating with other providers

People receive safe and coordinated care when they move between providers or receive care from more than one provider.

Safeguarding and safety**Outcome 7 - Safeguarding people who use services from abuse**

People are safeguarded from abuse, or the risk of abuse, and their human rights are respected and upheld.

Outcome 8 – Cleanliness and Infection Control

People experience care in a clean environment, and are protected from acquiring infection.

Outcome 9 - Management of medicines

People have their medicines when they need them, and in a safe way. People are given information about their medicines.

Outcome 10 - Safety and suitability of premises

People receive care in, work in or visit safe surroundings that promote their wellbeing.

Outcome 11 - Safety, availability and suitability of equipment

Where equipment is used, it is safe, available, comfortable and suitable for people's needs.

Suitability of staffing**Outcome 12 - Requirements relating to workers**

People are kept safe, and their health and welfare needs are met, by staff that are fit for the job and have the right qualifications, skills and experience.

Outcome 13 – Staffing

People are kept safe, and their health and welfare needs are met, because there are sufficient numbers of the right staff.

Outcome 14 - Supporting workers

People are kept safe, and their health and welfare needs are met, because staff are competent to carry out their work and are properly trained, supervised and appraised.

Quality and management**Outcome 16 - Assessing and monitoring the quality of service provision**

People benefit from safe, quality care because effective decisions are made and because of the management of risks to people's health, welfare and safety.

Outcome 17 – Complaints

People and those acting on their behalf have their comments and complaints listened to and acted on effectively, and know that they will not be discriminated against for making a complaint.

Outcome 21 – Records

People's personal records are accurate, fit for purpose, held securely and remain confidential. The same applies to other records that are needed to protect their safety and wellbeing.

5. PERFORMANCE INDICATORS FOR ALL SERVICES

The Enterprise will report on the following Performance Indicators within the reporting period for all individual services included within the scope of the Enterprise on a quarterly basis:

- Number of eligible customers referred into or choosing the service
- Number of non eligible customers choosing the service
- Number of referrals refused and reason why

- Number of customers who have increased their existing service
- Number of customers who have decreased their existing service
- Number of customers who have ceased using the service and reasons why
- Number of complaints/compliments received and category
- Number of resolved complaints

In all cases the Enterprise is required wherever possible to provide the postcode of customers using the services and the location of the service where this is buildings based.

6. ADDITIONAL OUTCOMES AND INDICATORS FOR SPECIFIC SERVICES

6.1 Outcomes for Day opportunities for adults with learning disabilities

Increased number of adults with learning disabilities participating in or engaging with local community activities where they choose to do so.

Customers who attend services are able to access a range of meaningful day opportunities appropriate to their needs.

Personal care is provided in a safe and respectful way.

Customers who use the service express high levels of satisfaction with how the service meets their needs.

Customers are supported to plan ahead and have the freedom to manage risks in the way that they wish.

Key Performance Indicators:

- Number of customers with the following levels of care
 - Low (1 carer to each 7 customers)
 - Medium (1 carer to 3 customers)
 - High (1 carer to 1 customer)
 - Very High (2 carers to 1 customer)
- % of customers who say that they are either satisfied or very satisfied in customer surveys
- % of eligible customers in residential or nursing care
- Client attendance records/activities plan
- Number of updated individual care plan for service

6.2 Outcomes for Day opportunities for older people

Clients who attend to have an improved quality of life.

All clients are able to access a range of meaningful day opportunities appropriate to their needs.

Clients able to live independently in their own home.

Delaying and reducing the need for care and support.

Personal care is provided in a safe and respectful way.

Clients who use the service express their satisfaction with how the service meets their needs.

Key Performance Indicators:

- Number of customers with the following levels of care
 - Low (1 carer to each 7 customers)
 - Medium (1 carer to 3 customers)
 - High (1 carer to 1 customer)
 - Very High (2 carers to 1 customer)
- % of customers who say that they are either satisfied or very satisfied in customer surveys
- % of older people reporting being well and independent as possible
- % of eligible customers in residential or nursing care
- Client attendance records/activities plan

6.3 Outcomes for Respite Services for adults with learning disabilities

Clients feel respite care and support has been a positive experience.

Carers can balance their caring roles and maintain their desired quality of life.

Carers feel that they are respected as equal partners throughout the care process.

Key Performance Indicators:

- Number of beds available during reporting period
- Occupancy levels during the reporting period
- % of customers who say that they are either satisfied or very satisfied in customer surveys
- % of services that are planned and unplanned

6.4 Outcomes for Personal Support Services

When clients develop care needs, the support they receive takes place in the most appropriate setting, and enables them to regain their independence.

Clients are supported to plan ahead and have the freedom to manage risks in the way that they wish.

Personal care is provided in a safe and respectful way.

Key Performance Indicators:

- % of customers reporting being well and independent as possible
- % of customers recorded as living in their own home

- % of customers who say that they are either satisfied or very satisfied in customer surveys

6.5 Outcomes for Supported Living Services

People manage their own support as much as they wish, so that they are in control of what, how and when support is delivered to match their needs.

People are supported to plan ahead and have the freedom to manage risks in the way that they wish.

Key Performance Indicators:

- Number of beds available during reporting period
- Occupancy levels during the reporting period
- % of customers who say that they are either satisfied or very satisfied in customer surveys
- Number of updated support plans during reporting period/activities plan

6.6 Outcomes for Norfolk Industries

People are able to find employment when they want, maintain a family and social life and contribute to community life, and avoid loneliness or isolation.

Individuals feel able to contribute effectively to a business whilst learning new skills.

Individuals supported to reach their goals and aspirations to the best of their ability.

Key Performance Indicators:

- Number of employees
- % employees who are registered disabled
- Number of new employees during reporting period
- Number of leavers during reporting period
- Number of staff appraisals/review during reporting period
- Number of training days during reporting period
- Results of employee survey

6.7 Outcomes for the Stepping Out Service

Stepping Out supports residents to link with outside agencies to enable them to access appropriate services.

Residents gain skills that will encourage future independence within an agreed timescale (? A year).

Residents live in a safe and supportive environment.

Key Performance Indicators:

- Occupancy of service during reporting period
- Length of stay of current occupants
- Number of clients who achieved independent living during the reporting period
- Number of training/skill building sessions offered during the reporting period
- % of customers who say that they are either satisfied or very satisfied in customer surveys

6.8 Outcomes for Adult Employment Support

Clients are able to easily access clear information and advice on benefits and employment.

Clients are involved in developing the training and support they receive.

Clients gain employment which they enjoy and can attend without difficulty.

Key Performance Indicators:

- Number of customers supported to take up employment
- Number of customers receiving training
- % of customers who say that they are either satisfied or very satisfied in customer surveys

7. CONTRACT MONITORING AND REVIEW

7.1 The Council Development Lead will make arrangements with the Enterprise Development Lead to monitor the achievement by the Enterprise of the service specification. The Council Development Lead will determine a performance dashboard and the Enterprise will take the dashboard to the Enterprise Development Board on a quarterly basis. In addition the Council Development Lead will carry out an annual contract review and present the findings to the Enterprise Development Board to be agreed by the Enterprise Development Board.

7.2 The Enterprise will meet regularly with the Stakeholder Advisory Board and the Staff Advisory Board to ensure that the services are being developed and delivered in a person centred manner.

7.3 The Enterprise will not discuss the service received by individual adults or complaints about the service that should be dealt with under the Enterprise's complaints procedure.

8. ACCESSING THE SERVICE

8.1 The Council has a statutory responsibility, within its eligibility criteria, to ensure the provision of appropriate services for people who are assessed as needing them.

8.2 People will be assessed as requiring the service through the Assessment and Care Management process or the Care Programme Approach.

8.3 In advance of the start of the Services, the Enterprise and prospective person who may use the service must have an active part in formulating the initial Pre-Placement Assessment. This will ideally involve meeting(s) with the individual and introduction of support staff who will deliver the service.

8.4 The initial Pre-Placement Assessment must set out clearly the desired outcomes for the individual and the expectations being placed on all parties in order to achieve them. If appropriate, it must include an estimate of the overall length of the Service and the key stages along the way. It must contain contingency arrangements in case the Service breaks down.

8.5 The Enterprise must work with the local authority Care Manager who is responsible for assessing needs, working with the individual to develop a Care Plan and commissioning an appropriate package of support to ensure that people using the service have genuine ownership of their Care Plans, i.e. that their preferences are being reflected, that they are in favour of their service's objectives and that they fully understand its implications and have signed to indicate their approval.

8.6 Formal reviews led by the Care Manager will follow within the first three months and subsequently at a minimum of once every 12 months.

8.7 The Enterprise must ensure that each person has individual support plans built on the Assessment and Care Plan provided by the Care Manager which covers all aspects of the individuals' personal and social support and healthcare needs. These individual support plans should be reviewed at least annually or as required. The individual along with their families, friends, advocates and other service providers, must be actively involved and supported in preparing for and reviewing all plans.

8.8 All plans will be outcome-focused and reflect the outcomes detailed. An appropriate system of outcome measures will be applied during each placement.

8.9 For short-term services it is particularly important that consideration is given at the earliest possible opportunity to any support mechanisms likely to be needed by the person after the service ends and that this forms part of the care and support plan. People and agencies that will form a supportive network must be actively involved in support and care planning well in advance of any end date.

9. MONITORING AND REPORTING ARRANGEMENTS

9.1 The Enterprise shall seek to achieve all the outcomes set out in this Schedule. The Council Development Lead will be responsible for arranging and carrying out contract reviews in the third quarter of each financial year and report the findings to the Enterprise Development Board at its meeting in the same quarter. This is without prejudice to any other performance related reviews that may take place during each year.

9.2 The Council will require returns which will allow it to monitor quality and performance of the Service/s. This monitoring may be periodic as required as part of any pro-active monitoring processes, or in response to feedback from various sources. Such monitoring may include, but is not limited to, any of the following:

- arranged visits to any premises where the services are provided
- unannounced visits to any premises where the services are provided
- surveys of a sample of Carers (e.g. via questionnaire)
- discussion with individual staff and/or Carers in relation to service provision and outcomes
- inspection of policies, procedures, records and certificates
- survey of stakeholders

9.3 The Key Performance Indicators may be varied if the Enterprise Development Board agrees on reasonable grounds that they should be varied.

APPENDIX 1 MAKING IT REAL

Nationally Co-produced Markers (adapted for Norfolk)

These markers have been adapted for Norfolk in agreement with the Older people's Partnership, The Making it Real Reference Group and the national lead for Making it Real.

Organisations commissioning or providing care services are encouraged to sign up to Making it Real nationally which offers support in making progress towards personalised community based support (<http://www.thinklocalactpersonal.org.uk/Browse/mir/>)

The following statements were co-produced nationally by people who use services and carers. Through a process of co-production with people who use services and carers in Norfolk, they have been slightly amended to read with less assertion about 'what I want' as people felt more comfortable with this. Otherwise, they remain exactly the same as the national 'I' statements reflecting the feelings, beliefs and values of older and disabled people, carers and citizens. They describe what people would like to feel and experience when it comes to personalised care and support. They are grouped around six key themes.

Appendix 2 was co-produced with people in Norfolk who use services and carers just prior to the national Making it Real Marker. They closely mirror each other.

1. **Information and Advice:** having information when it's needed

- People have the information and support they need in order to remain as independent as possible
- People have access to easy-to-understand information about care and support which is consistent, accurate, accessible and up to date
- People can speak to people who know something about care and support and can make things happen
- People have help to make informed choices if they need and want it
- People know where to get information about what is going on in their community

2. **Active and supportive communities:** keeping friends, family and place

- People have access to a range of support that helps them to live the life they want and remain a contributing member of their community
- People have a network of people who support them – carers, family, friends, community and if needed paid support staff
- People have opportunities to train, study, work or engage in activities that match their interests, skills, abilities
- People feel welcomed and included in their local community
- People feel valued for the contribution that they can make to their community

3. **Flexible integrated care and support:** support in ways which best meets a person's needs

- People are in control of planning their care and support
- People have care and support that is directed by them and responsive to their needs
- People's support is co-ordinated, co-operative and works well together and they know who to contact to get things changed
- People have a clear line of communication, action and follow up

4. **Workforce:** support staff

- People have good information and advice on the range of options for choosing their support staff
- People have considerate support delivered by competent people
- People have access to a pool of people, advice on how to employ them and the opportunity to get advice from their peers
- People are supported by people who help them to make links in their local community

5. **Risk enablement:** feeling in control and safe

- People can plan ahead and keep control in a crisis
- People feel safe, can live the life they want and are supported to manage any risks
- People feel that their community is a safe place to live and local people look out for each other
- People have systems in place so that they can get help at an early stage to avoid a crisis

6. **Personal budgets and self-funding:** my money

- People can decide the kind of support they need and when, where and how to receive it
- People know the amount of money available to them for care and support needs, and can determine how this is used (whether it's their own money, direct payment, or a council managed personal budget)
- People can get access to the money quickly without having to go through overcomplicated procedures
- People are able to get skilled advice to plan their care and support, and also be given help to understand costs and make best use of the money involved where they want and need this

APPENDIX 2 COMMISSIONING FOR PERSONALISED HEALTH AND SOCIAL CARE OUTCOMES IN NORFOLK

The development of this 'vision' was commissioned by Norfolk County Council Community Services Senior Management Team through the Director of Commissioning Community Health and Care. This vision was co-produced in a workshop with older people, disabled people, people with long term conditions and carers with a representative of Norfolk's Health and Social Care Integrated Commissioning Team in September 2011 and was approved by Community Services Senior Management Team on 20th December 2011.

People (patients, service users and carers) who experience receiving health and social care services in Norfolk would in future like Norfolk Health and Social Care commissioners to work to the following vision, mission and outcomes for individuals.

1. VISION:

Our Lives, Our Dreams, Our Choices: Norfolk people working together to lead healthy, equal and fulfilling lives.

2. MISSION:

- To co-design and co-produce with users of health and social care services commissioning solutions which support individuals making their own decisions and controlling their own lives as far as possible
- To ensure users of services have access to the health and social care support they need to achieve the personalised outcomes they have identified
- To ensure users of health and social care services have access to the information, advice and advocacy support they need to make informed decisions and to uphold their rights
- To embed a co-production approach with users of health and social care services joining with professionals in the design of the vision, strategy, plans and evaluation of local services

3. OUTCOMES:

The following outcomes are wanted by individual users of Health and Social Care services:

1. I am involved fully in all decisions about me.
2. I am able to live my life in the way that I choose, making my own choices about where and with whom I live.
3. I am able to take what I consider to be appropriate risks in living a fulfilled life.
4. I am able to fulfil my parental responsibilities without undue intervention.
5. I receive the health and social care support I need, when and how I need it, to maintain my safety and independence.
6. I am able to access the information, advice and support I need to manage my own health and to minimise the amount of time I spend in hospital.
7. I am able to have one amalgamated Personal or Health budget where it is agreed the support I need will be funded by each organisation in this way.
8. I am able to use my Personal or Health Budget to group purchase equipment, support or to pay towards an activity so I can make the most of the money allocated to me.

- 9.** I am able to access the information, advice and advocacy I need to enable me to make decisions and to control my own life.
- 10.** My family members feel able to live their lives how they choose because I, and/or they as my carer, receive sufficient support from elsewhere.
- 11.** I am able to get, and to afford, the support I need in good time if my health or social care arrangements break down or my support needs increase.
- 12.** I am able to employ, train and direct my own personal assistants or I am able to buy support from well-trained support workers provided by agencies who work with me in ways that work best for me.
- 13.** I am able to build on my strengths and skills, and I can access the support I need to do this.
- 14.** My family and other people I choose to care for me can continue to provide the support I need because the right training and support is available to them as my carers.
- 15.** I am able to choose whether to be involved in developing and monitoring local health and social care services and I am supported to do this if I wish.
- 16.** I feel respected and included as an equal member of my community and wider society.

Appendix 3 Demonstrating the Core Service Principles

The following core service principles should underpin the delivery of services:

- Respect
- Excellence
- Honesty & transparency
- Co-production
- Accessibility
- Partnership
- Promotion of Independent Living
- Choice & control
- Value for money

Respect

The Enterprise will ensure that people who use our services and carers are treated with respect, and that staff respects their privacy and dignity. Staff will be aware of and will respect their religious and cultural needs and understand the influence this may have on their behaviour or their decisions. The Enterprise will ensure that their staff respect the individuals and their property, and keep information about them confidential.

Accessibility

Basic Principles to Accessibility

Inclusive design as defined by the Centre for Accessible Environment is:

- Places people at the heart of the design process
- Responds to human diversity and difference
- Offers dignity, autonomy and choice
- Provides for flexibility in use

Inclusive Design is about making places that everyone can use. The way places are designed affects our ability to move, see, hear and communicate effectively.

Inclusive Access aims to remove the barriers that create undue effort and separation. It enables everyone to participate equally, confidently and independently in everyday activities, whether a business, service, functions or support service.

Choice and control

The Enterprise will strive to ensure that people who use the service are empowered to maximise opportunities to exercise choice and control over their lives. The Enterprise will adopt a person centred approach to facilitate opportunities for this to happen for all people who use the service – this could include supporting access to an independent advocate and using a variety of communication and involvement techniques. The Enterprise will acknowledge and accept that risk taking is an important part of exercising choice and control.

Excellence

The Enterprise will have clear processes that ensure the safe and effective delivery of services by professional, competent and well trained staff who are motivated, willing to learn and adapt to change.

Partnership

The Enterprise and the Council agree to a 'partnership approach' and jointly make a commitment to:

- Share key objectives
- Collaborate for mutual benefit
- Communicate with each other clearly and regularly
- Be open and honest with each other
- Listen to, and understand, each other's point of view
- Share relevant information, expertise and plans
- Monitor the performance of both parties
- Seek to avoid conflicts but, where they do arise, to resolve them quickly at a local level wherever possible
- Share the potential risks involved in service developments
- Promote the partnership approach at all levels in the organisations
- Have a contract which is flexible enough to reflect changing needs, priorities and lessons learnt, and which encourages the participation of people who use the service

Value for money

The Enterprise will demonstrate value for money in the provision of its services to ensure that Norfolk County Council fulfils its obligations to achieve best value from the services it commissions. This will be measured through a combination of the cost, quality, performance and outcomes delivered by the service.

Honesty and transparency

The Enterprise will be clear in saying what it can and cannot do and admitting when it has made a mistake. It will ensure that decision making is an open process and that people who use services are involved in it.

Promotion of Independent Living

The Enterprise will support the principle of having the choice and opportunity to live freely in the community, with support if required. The Independent Living Strategy (2008) sets out the key elements of independent living as:

- Greater choice and control over any assistance you need to go about your everyday life
- Access to housing, transport, health, social care, education, employment and other services and opportunities
- Participation in family, community and civic life

Co-production

Putting People First indicates that the transformation of social care services should be co-produced. That is, changes are designed, implemented and evaluated with those people who will be impacted by the changes. Norfolk Adult Services requires contracted providers to plan, develop and review services in co-production with users of services. Co-production is a potentially transforming way of thinking about power, resources, partnerships, risks and outcomes. It requires a shift in culture within statutory/provider organisations – with professionals able and confident to share power and accept user expertise, leading to '*no decisions about us without us*'. Co-production can deliver service models which are preferred by the public, more cost effective and less wasteful.

Co-production of decisions, whether strategic or individual, needs to happen as far 'up-stream' as possible, with people who understand through lived experience the difficulties – and potentially the solutions – engaged in planning the nature and quality of new types of services.

Its purpose is to arrive at a situation where it becomes second nature for professionals/providers to design and review services and approaches jointly with the people who need and use them leading to outcomes which demonstrably meet individual need - instead of wrapping a small menu of services around people as part of an institutionalised culture.

Co-production is not the same as consultation. Consultation happens later on, after plans have been shaped through a process of co-production.

SCHEDULE TWO – FINANCIAL ARRANGEMENTS (to be completed)

SCHEDULE THREE – TUPE (to be completed)

SCHEDULE FOUR – ENTERPRISE DEVELOPMENT BOARD

ENTERPRISE DEVELOPMENT BOARD

CONSTITUTION AND TERMS OF REFERENCE

Terms of Reference

The purpose of the Enterprise Development Board throughout the Operating Period is to support the Parties to this Agreement in achieving the outcomes described in the Service Specification and the establishment of the Enterprise as a viable new service provider capable of competing and operating independently in the care market.

In particular, the Enterprise Development Board will:

- Consider the Fee for each full each part or full financial year during the Operating Period with the exception of the period commencing on the Transfer Date and ending 31 March 2014.
- Consider the Minimum Sum to be paid to the Enterprise.
- Consider and determine whether any payments made by way of the Fee or Minimum Sum contain any element of subsidy and, acting on legal advice, determine whether any such subsidy constitutes State Aid and if so whether the total amount of any such State Aid exceeds the de minimis level permitted by European law.
- Consider any Variation to the Agreement not already agreed by the Chair in accordance with this Agreement.
- Consider any sub contractors that the Enterprise may wish to use for the provision of any of the Services.
- Consider any redundancies the costs of which fall to be underwritten by the Council in accordance with this Agreement.
- Consider the business plans of the Enterprise (such approval not being unreasonably withheld) for each full or part financial year of the Operating Period with the exception of the period commencing on the Transfer Date and ending 31 March 2014.
- Receive and evaluate performance reports regarding the extent to which and how the Enterprise is achieving the Service Specification and developing into a viable new service provider capable of competing and operating independently in the care market.
- Consider to the Enterprise using Enterprise Support Services in the place of Council Support Services within the first 12 months of the Operating Period.
- Receive, evaluate and where necessary make recommendations to the Council and/or the Enterprise in relation to any Performance Notice or Remedial Action Plan.

The Chair of the Enterprise Development Board may carry out any of the functions of the Enterprise Development Board in cases of urgency with the exception of agreeing any changes to the Fee or Minimum Sum.

Meetings

The Enterprise Development Board will meet quarterly and will be supported by the Enterprise Development Lead and the Council Development Lead who will be jointly responsible for such administrative support as is needed for the proper functioning of the Enterprise Development Board.

The Enterprise Development Board will consider for approval the business plan devised by the Enterprise for each financial year or part financial year (with the exception of the period commencing from the Transfer Date to 31 March 2014) of the Operating period at least 3 months prior to the commencement of the financial year in question.

Membership

The Cabinet Lead with responsibility for Adult Social Services

An Elected Member

Director of Community Services for the Council (Chair)

A senior officer with responsibility for commissioning the Services

A senior officer with responsibility for the financial matters regarding the funding of the Agreement

Commissioner (Council development lead)

Council Director (the person designated by the Council to serve on the Board of the Enterprise)

The Managing Director of the Enterprise

The Commercial Director of the Enterprise (Enterprise development lead)

A Unison Representative

Either Party may, with the prior approval of the Chair, bring other persons to meetings, and the Enterprise Development Board itself can co opt other persons to support its work.

Voting

Each member of the Enterprise Development Board will have one vote with the exception of the Chair who will have two votes in the event of an equality of votes cast on any issue. Any member of the Enterprise Development Board may designate a deputy who will have the full powers of a member including voting rights. For the avoidance of doubt co optees and other persons attending with the prior approval of the Chair will have no vote.

Quorum

Meetings will be considered quorate so long as there are at least 8 members 1 of whom must be the Chair. For the avoidance of doubt the Chair may designate a deputy who will exercise all the powers of the Chair at any meetings.

The Enterprise Development Board may on its own initiative vary these Terms of Reference and Constitution at any time during the Operating Period for the more effective and efficient discharge of its functions as set out in this Agreement

SCHEDULE FIVE PART ONE – NON PROPERTY ASSETS (to be completed)

SCHEDULE FIVE PART TWO – PROPERTY ASSETS (to be completed)

SCHEDULE SIX – EMPLOYEE BENEFIT TRUST (to be completed)

**Mental Health Services- Review of Report on Section 75 Agreement
with Norfolk and Suffolk Foundation Trust**

Report by the Director of Operations NSFT and the Director of Community Services

Summary

This report describes how Norfolk and Suffolk NHS Foundation Trust (NSFT) has addressed the responsibilities delegated to it by the Council under the Section 75 (S75) Agreement during the period January 2013 to date.

In particular it describes:

- a. The governance structure for the working of the Section 75 Agreement.
- b. The performance frameworks used to monitor how effectively NSFT is delivering the delegated council functions and Key Performance Indicators
- c. Matters relating to staffing and workforce planning.
- d. The provision of training to support the delivery of the delegated NCC functions.
- e. The delivery of the Approved Mental Health Professional's service.

Action required

Members are asked to note the contents of this report.

1 Background

- 1.1 In 2008, NCC agreed to enter into an agreement under Section 75 of the National Health Service Act 2006 with the Norfolk and Waveney Mental Health Foundation Trust (now called the Norfolk and Suffolk Foundation Trust (NSFT)) for the delivery of social care and social work services to adults of working age in Norfolk. This agreement involved the transfer of employment of 103 County Council staff. The agreement expired on 31 March 2013.
- 1.2 There had been some concerns expressed by both NCC and NSFT about issues arising out of the contract and both organisations agreed and jointly commissioned an independent review report on the existing S75 Agreement in October 2012, with the review being completed and reported on by the year end.
- 1.3 The recommendations of the review report outlined a number of areas where improvement could be made in the agreement and this, with an acknowledgement from both NCC and NSFT of the considerable benefits for people who require mental health services of delivery from integrated health and social care and a wish to improve the current arrangements, led to the agreement of a Section 75 Extension Agreement for working age adults (for one year-April 2013-March 2014).
- 1.4 This S75 Extension Agreement included a number of variations to the original contract which gave the scope for further work to be undertaken over the year to improve the current arrangements, strengthen performance and improve outcomes

for service users and carers.

- 1.5 The current arrangement expires on 31 March 2014 and a project plan is in place to oversee the necessary work identified in the S75 Extension Agreement variations, to improve the current arrangements with a view to agreeing a new S75 contract arrangement, which will be in place from 1 April 2014 for a further defined and agreed period of time.

2 Governance of the Section 75 Agreement.

- 2.1 The governance of the S75 Agreement has been overseen by the Partnership Review Group (MHPRG) which met quarterly and was jointly chaired by the Director of Community Services-NCC and the Chief Executive –NSFT, with support from senior officers.
 - 2.1.1 This strategic group will, within the life cycle of the S75 Extension Agreement, be re-titled the 'Mental Health Contract Review Board' (MHCRB) which will meet bi-monthly and have a strategic monitoring brief. It will be chaired by the Director of Community Services-NCC
- 2.2 The S75 Contract Monitoring Group (CMG) has been a sub-group of the MHPRG and has been the venue at which senior officers from both organizations have attended to monitor performance and the S75 contract.
 - 2.2.1 The group has reviewed performance relating to service quality, finance and key performance indicators and has developed discussions around the strategic direction of both organizations, and service developments in relation to the financial challenges within Norfolk.
 - 2.2.2 This group which will meet monthly will now be re-titled the 'S75 Extension Agreement Monitoring Group' (S75 EAMG) and will be chaired by Assistant Director for Integrated Adult Health and Social Care Commissioning-Mental Health –NHS Norfolk/NCC.
- 2.3 During the duration of the S75 Extension Agreement there will be a 'Mental Health Implementation Group' which will be chaired by the Head of Mental Health Partnership –NCC and Professional Social Care Lead –NSFT which will meet monthly and will aim to operationally implement the agreed plans.
- 2.4 There will also be an identified S75 Extension Steering group that will meet initially fortnightly. This will be a temporary group to enable an effective response to the '20 variations' within the Extension Agreement, and the wider findings within the Bradshaw Report.

3 Performance.

- 3.1 The MHPRG had agreed to focus on high level performance on the agreed key social care Key Performance Indicators and this will continue under the S75 Extension Agreement. This is supported by an increased scrutiny Performance Framework within NCC to monitor how the Trust is performing against the delegated Council responsibilities and functions.
 - a. NSFT have put all of their social care performance management systems on a more formal footing and ensured that all processes are routed through formal internal or external performance management
 - b. Social care performance will continue to be managed and scrutinised at the

internal NSFT Performance Review Group which meets with each NSFT Locality every month and Locality Managers will be held to account for the performance of the Locality against the agreed KPI targets set

- c. The chair of the Performance Review Group will report social care performance to the NSFT Finance and Performance Board Sub-committee every month
- d. The Chair of the Performance Review Group will report social care performance to the S75 Extension Agreement Monitoring Group every month with commentary explaining the performance and if underperformance what the causation of this was and what actions are being taken to address the underperformance. The Chair of S75EAMG will formally respond to the report
- e. The Chair of the S75 EAMG will make a report, at a minimum, to the MHCRB every quarter, presenting NSFT performance, commentary and action plan and their formal response to NSFT

3.2 The end of year performance report against the identified KPI's has not been validated at this point but through the performance mechanism, as outlined above, there is a broad indication of how NSFT has been performing against the designated targets and an understanding of those areas where performance is not at the required level.

- a. 65.2% of people receiving a community based service used self directed support in April 2012 to March 2013, against a target of 70%. This excludes people in long term residential care who are not eligible for inclusion in this KPI. During the year 127 eligible people received self directed support for the first time, against a target of 272
- b. 335 carers were assessed or reviewed during the year. Compared with the number of people with mental health difficulties who received a community based service in year, this equates to 60.7% which exceeded the target of 49%. There are concerns, however, around prompt recording of people receiving a community based service, so the result may be higher than the actuality
- c. 5% of carers who were assessed or reviewed during the year went on to receive self directed support. There was no formal target set last year, but this compares with an average of 7.3% across the whole of Adult Care
- d. In respect of Annual Reviews, the number of reviews completed was 1681 at the year end against a target of 1400, hence this target has been exceeded by approximately 20%
- e. People with mental health difficulties in employment was 6.8% at year end and of those with settled accommodation recorded this was 86% at year end. There are data issues with this KPI that are being reviewed currently

3.3 The Trust have committed to submit their Section 75 performance data on a monthly basis in line with KPI requirements and the expectation is that there will be a decrease in the difference between IT recorded data and manual counting due to the agreement of an up-dated data set with definitions across NSFT and NCC brought into alignment. The move towards the new data set has meant that both organisations have clear definitions of what activity is counted towards each performance indicator.

- 3.4 Within the context of the S75 Extension Agreement, there are 20 variations highlighted which require further work from both NSFT and NCC to address and these have been incorporated in a S75 Extension Agreement project plan which is managed by a project steering group. In specific reference to performance the areas highlighted in addition to the above relate to: the appointment of Social Care Leads, which has been undertaken, who will report directly to the Head of Social Care, and provide a narrative around performance for each Locality; the establishment by NSFT of a new 'Access and Assessment Service' earlier this year, which has social work staff embedded in it and an agreed process with NCC for assessing social care needs and the provision of on-going training for NSFT management staff to support them with undertaking their delegated responsibilities in managing the delegated Purchase of Care Budget.
- 3.5 It has been recognized that the current paper based process for accessing community care services, especially via personal budgets is time consuming and bureaucratic. Work is underway to replace this with a streamlined process and there is a workshop dedicated to address this issue and the wider management of the Purchase of Care budget organised for July 2013. Plans are also in place to address the number of people already in permanent residential care and to develop alternative provision.
- 3.6 The Trust is seeking to produce a single patient record to ensure that all social care data is captured and work around the introduction of a new ICT system for the Trust has focussed equitably on health and social care demands.

4 Staffing

- 4.1 Within the context of the S75 Extension Agreement variations and the developed project plan that followed, staffing issues have been high-lighted and responded to.
- 4.2 A new comprehensive training plan that addresses the social care training needs of all staff including managers, frontline and support staff has been developed in collaboration with NCC.
- 4.3 NSFT has committed to employing an extra 15 AMHP posts in its workforce strategy in order to improve the AMPH service. NSFT has defined the role of the AMPH to provide expert advice with an emphasis on prevention and alternatives to admission.
- 4.4 NSFT has implemented a Social Work Strategy which incorporates all the recommendations of the Social Work Reform Board.

5 Equality Impact Assessment (EqIA)

- 5.1 All NSFT relevant policies and procedures and practices are subject to an equality impact assessment to ensure that the services meet the needs of Norfolk's diverse population. This is in line with the Trust's Service Strategy.

6 Conclusion

- 6.1 The five years following the TUPE Transfer of the social care staff has seen a change in the leadership and importance the Trust gives relating to their responsibilities as an employer. In addition, the delivery of the delegated responsibilities has continued to build on the foundations of the earlier integrated working. The Council and the Trust will continue to address the areas that require further development, to ensure that Norfolk delivers the best possible mental health services. The S75 agreement has

been independently reviewed and the recommendations have been incorporated within the S75 Extension Agreement, with 20 high-lighted variations.

- 6.2 A Steering Group and Implementation Group have been established to operationalise these variations with an expectation of improvements in business process and capturing performance, increased training opportunities for staff and service and systems developments between the partner organisations.

7 Action Required

- 7.1 Members are asked to note the contents of this report.

Background Papers

None

Officer Contact

If you have any questions about matters contained in this paper please get in touch with:

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Forward Work Programme: Scrutiny

Report by the Director of Community Services

Summary

This report asks Members to review and develop the programme for scrutiny.

Action Required

The Overview and Scrutiny Panel is asked to consider the attached Outline Programme (Appendix A) and agree the scrutiny topics listed and reporting dates.

The Overview and Scrutiny Panel is invited to consider new topics for inclusion on the scrutiny programme in line with the criteria at para 1.2.

1 The Scrutiny Programme

1.1 The Outline Programme for Scrutiny (Appendix A) has been updated to show progress since the June 2013 Overview and Scrutiny Panel.

1.2 Members of the Overview and Scrutiny Panel can add new topics to the scrutiny programme in line with the criteria below: -

(i) High **profile** – as identified by:

- a. Members (through constituents, surgeries, etc)
- b. Public (through surveys, Citizen's Panel, etc)
- c. Media
- d. External inspection (Audit Commission, Ombudsman, Internal Audit, Inspection Bodies)

(ii) Impact – this might be significant because of:

- a. The scale of the issue
- b. The budget that it has
- c. The impact that it has on members of the public (this could be either a small issue that affects a large number of people or a big issue that affects a small number of people)

(iii) Quality – for instance, is it:

- a. Significantly under performing
- b. An example of good practice
- c. Overspending

(iv) It is a Corporate Priority

2 Section 17 – Crime and Disorder Act

2.2 The crime and disorder implications of the various scrutiny topics will be considered when the scrutiny takes place

3 Equality Impact Assessment

3.1 The scrutiny report is not directly relevant to equality, in that it is not making proposals that will have a direct impact on equality of access or outcomes for diverse groups.

4 Action Required

4.1 The Overview and Scrutiny Panel is asked to consider the attached Outline Programme (Appendix A) and agree the scrutiny topics listed and reporting dates.

4.2 The Overview and Scrutiny Panel is invited to consider new topics for inclusion on the scrutiny programme in line with the criteria at para 1.2.

Officer Contact

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Outline Programme for Scrutiny

Standing Item for Community Services O & S Panel: Update for July 2013

This is only an outline programme and will be amended as issues arise or priorities change

Scrutiny is normally a two-stage process:

- Stage 1 of the process is the scoping stage. Draft terms of reference and intended outcomes will be developed as part of this stage.
- The Overview and Scrutiny (O&S) Panel or a Member Group will carry out the detailed scrutiny but other approaches can be considered, as appropriate (e.g. 'select committee' style by whole O&S Panel).
- On the basis that the detailed scrutiny is carried out by a Member Group, Stage 2 is reporting back to the O&S Panel by the Group.

This Panel welcomes the strategic ambitions for Norfolk. These are:

- A vibrant, strong and sustainable economy
- Aspirational people with high levels of achievement and skills
- An inspirational place with a clear sense of identity

These ambitions inform the NCC Objectives from which scrutiny topics for this Panel will develop, as well as using the outlined criteria at para 1.2 above.

Changes to Programme from that previously submitted to the Panel in June 2013

Added –Community Transport, Communication of changes and continuity of care during transformation to a social enterprise

Deleted - Fuel Poverty, Living well in the community fund, Building a Better future

Community Services Overview & Scrutiny Panel

Action Required

Members are asked to suggest issues for the forward work programme that they would like to bring to the committee's attention. Members are also asked to consider the current forward work programme:-

- a. whether there are topics to be added or deleted, postponed or brought forward
- b. to agree the briefings, scrutiny topics and dates below.

Meeting dates	Briefings/Main scrutiny topic/ initial review of topics/follow ups	Administrative business
	2013	
For today's meeting	<p><u>Report on new Section 75 agreement on Mental Health</u> – update</p> <p><u>Supporting People programme review-</u></p> <p><u>Warm and Well-</u> report on effectiveness of programme. To include Age Concern findings around keeping warm.</p> <p><u>Adult Education-</u> setting out the terms of the review</p> <p><u>PCSS-</u> contractual arrangements for a jointly owned social enterprise.</p>	<p>(Requested at O&S Panel January 2013) (Requested at Spokes 21 November 2012) (requested at O&S Panel 8 January 2013)</p>
10 September 2013	<p><u>Home care Working group-</u> review of identified options</p> <p><u>Communication of changes and continuity of care during Transformation to a Social Enterprise</u></p> <p><u>Community Transport-</u></p>	<p>(Requested at O&S Panel October 2012) (Remodelling of Care (RoC) recommendation no 8) (RoC recommendation no 13 &14)</p>

Note: These items are provisional only. The OSC reserves the right to reschedule this draft timetable.

Members Seminars

Provisional dates for update / briefing reports to the Committee 2012/13.

The impact of the budget cuts on the voluntary sector- To examine the impact on the voluntary sector of the current changes within Adult Social Services Prevention services, specifically looking at contracts valued greater than £5000 and to summarise the current position. (Ongoing monitoring and reporting requested at 6 monthly intervals) – Next update Dec 2013

Building a better future-Ongoing reporting regarding the project is required every 6 months along with an annual report – Next update Dec 2013

Key challenges for SDS-updates every 6 months (requested at O&S Panel meeting 4 September 2012)-Dec 2013

Warm and Well- Final report to be brought to Panel when complete. (date tbc)

Community Equipment- ICES report (as per RoC recommendation no 16) – November 2013

Adult Education- report on the review- date tbc

Working groups of Community Services O&S panel.

Membership

Working groups of Cabinet of interest to Community Services O&S Panel

Membership