

<b>Report to:</b>	<b>SINGLE COMMISSIONING BOARD</b>
<b>Date:</b>	17 January 2017
<b>Reporting Member / Officer of Single Commissioning Board</b>	Clare Watson, Single Commissioning Function
<b>Subject:</b>	<b>TENDER FOR THE PROVISION OF AN ADVOCACY HUB</b>
<b>Report Summary:</b>	The report details the intention to go out to tender for the provision of Independent Mental Health Advocacy (IMHA), independent Care Act Advocacy, independent complaints advocacy (ICA) – all of which represent a statutory duty – along with generic advocacy to be delivered via a single point of access from 1 April 2017.
<b>Recommendations:</b>	That authorisation is given to proceed with tendering a number of advocacy services, delivered via a single point of access - the hub – and a single contract.
<b>Financial Implications:</b> <b>(Authorised by the statutory Section 151 Officer &amp; Chief Finance Officer)</b>	<p>There is funding of £148,900 for this contract within the Section 75 agreement of the Integrated Commissioning Fund.</p> <p>It should be noted that the Single Commissioning Board will make decisions on the Section 75 funding which are binding upon the CCG and the Council.</p> <p>It should also be made clear to prospective providers that any increase in demand needs to be managed within the available budget to ensure that the contract delivers value for money whilst balancing the needs of the vulnerable people who require access to advocacy support services.</p>
<b>Legal Implications:</b> <b>(Authorised by the Borough Solicitor)</b>	<p>The tendering of the service will be required to be in line with the public procurement regime and in accordance with the Council's procurement standing orders. Retendering a service is the right time to review the previous outcomes and improve on the service to ensure continuous improvement and value for money.</p> <p>As it is envisaged this service will ultimately transfer to the Integrated Care Organisation the relevant novation clause should be included in the draft contract documentation and clearly stated that this is the intention in the tender documentation, so bidders are fully aware that this may happen during the life of the contract.</p>
<b>How do proposals align with Health &amp; Wellbeing Strategy?</b>	The proposals align with the Developing Well, Living Well and Working Well programmes for action
<b>How do proposals align with Locality Plan?</b>	<p>The service is consistent with the following priority transformation programmes:</p> <ul style="list-style-type: none"> <li>• Enabling self-care;</li> <li>• Locality-based services;</li> <li>• Planned care services.</li> </ul>

**How do proposals align with the Commissioning Strategy?**

The service contributes to the Commissioning Strategy by:

- Empowering citizens and communities;
- Commission for the 'whole person';
- Create a proactive and holistic population health system.

**Recommendations / views of the Professional Reference Group:**

PRG approved authority to go out to tender as required. PRG also recommended some exploration of whether there is other advocacy provision across the piece and if so, whether this could be incorporated.

**Public and Patient Implications:** None.

**Quality Implications:**

Tameside Metropolitan Borough Council is subject to the duty of Best Value under the Local Government Act 1999, which requires it to achieve continuous improvement in the delivery of its functions, having regard to a combination of economy, efficiency and effectiveness.

**How do the proposals help to reduce health inequalities?**

Via Healthy Tameside, Supportive Tameside and Safe Tameside.

**What are the Equality and Diversity implications?**

The proposal will not affect protected characteristic group(s) within the Equality Act.

**What are the safeguarding implications?**

None.

**What are the Information Governance implications? Has a privacy impact assessment been conducted?**

The necessary protocols for the safe transfer and keeping of confidential information are maintained at all times by both purchaser and provider.

**Risk Management:**

There are no anticipated financial risks given the very low value of the contract.

**Access to Information :**

The background papers relating to this report can be inspected by contacting Dave Wilson, Team Manager, Single Commissioning Function, by:



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## **1. INTRODUCTION**

- 1.1. The Council has a statutory duty Under the Mental Health Act 2007 and the Care Act 2014 to provide independent advocacy for adults (aged 18 plus) who are vulnerable including the following client groups:
  - People with mental health needs including provision of Independent Mental Health Advocates (IMHA);
  - People with learning disabilities;
  - People with physical or sensory disabilities;
  - People with an acquired brain injury;
  - People with dementia;
  - Older people;
  - Carers.
- 1.2. The contract requires the provider to develop, implement and operate a flexible advocacy service that meets the needs of vulnerable people who require advocacy to:
  - Make clear their own views and wishes;
  - Express and present their views effectively and faithfully;
  - Obtain independent advice and accurate information;
  - Negotiate and resolve of conflict;
  - Make informed choices;
  - Do more for themselves and lessen their dependency on other people;
  - Take more responsibility and control for the decisions which affect their lives.

## **2. BACKGROUND**

- 2.1 The current advocacy contract commenced in July 2012 following a significant service redesign; previously separate contracts for older people, mental health, learning disability and carer client groups, all delivered by different advocacy providers, were brought together into a single arrangement to be provided under the auspices of a single provider.
- 2.2 In the event, Cloverleaf were successful and have gone on to deliver this service operating, in effect, as a single advocacy hub, for the last four years or so.
- 2.3 In April 2015, Cloverleaf took on provision of independent Care Act advocacy and the Level 5 casework advocacy element of Independent Complaints Advocacy (ICA) when the Council's contract with the Carers Federation ended and the local Healthwatch service took on Level's 1 – 4 of the ICA provision. Both additional elements were incorporated into the contract at no additional cost, largely, but not entirely, by using the generic advocacy provision capacity within the contract.

## **3. CURRENT SITUATION**

- 3.1 The current contract runs through to 3 July 2017. Over the summer, meetings have been held with commissioners in Oldham MBC to explore the possibility of a collaborative approach to commissioned advocacy services. Unfortunately, although there is some scope for small-scale efficiencies, a model could not be agreed that accommodated the different circumstances pertaining in each borough and it was agreed to continue to commission services locally.
- 3.2 The approach currently commissioned in Tameside is consistent with the move – certainly across Greater Manchester - towards advocacy hubs that mean an individual can, if need be,

be supported by the same individual advocate through a set of different circumstances and disciplines so ensuring a degree of consistency. Access into the service is also simplified with all advocacy provision bar Independent Mental Capacity Advocacy (IMCA) delivered via the one contract. IMCA has, for the last nine years, been commissioned jointly across Tameside, Oldham and Stockport under a separate contractual arrangement.

- 3.3 Just under half of the referrals the service receives are for IMHA with the remaining provision being the now generic older people/learning disability/carer advocacy and some Care Act (2016/17 figures, below).

Advocacy case type	Q1	Q2	Q3	Q4	YTD
IMHA	45	56			101
Care Act	7	11			18
Generic	56	73			129
<b>Total</b>	<b>108</b>	<b>140</b>			<b>248</b>

- 3.4 While referrals for Care Act advocacy remain low, numbers are generally consistent with other authorities in the region. The sense across advocacy commissioners and providers alike is that referrals will increase steadily over time. One of the issues raised in this regard by Cloverleaf is that both they and referrers need to become more adept at recognising what is – and what is not – a Care Act referral.

#### 4. FINANCIAL IMPLICATIONS

- 4.1 The current contract costs £148,900 per annum. There was agreement with Cloverleaf during negotiations in April 2015 regarding Care Act advocacy that we would keep a close eye on referral levels and, if necessary, spot purchase Care Act provision if it tipped their work-load beyond the capacity of the staffing model originally purchased.
- 4.2 Thus far, due to the low level of referrals and the fact that Cloverleaf have picked these up as part of the generic element of their advocacy offer, this has not been an issue, but with Care Act referrals likely to rise steadily over the next five year period, this may prove to be an issue in terms of the budget available.

#### 5. COMMISSIONING INTENTION

- 5.1 Authorisation is sought to go out to tender early next year with a five year contract to deliver advocacy provision via a hub model. The service requires little in the way of re-design and remains fit for purpose.
- 5.2 The budget would be set at a maximum of £150,000.

#### 6. RECOMMENDATION

- 6.1 As set out on the front of the report.