

OFFICER DECISION RECORD

For staff restructures, please also complete an RA1 form to update the HR Portal. This is attached at Annex 2.

Decision Ref. No:
AHWB.045.2017Novation
from Second2None to
Clarity Homecare

Box 1

DIRECTORATE: Adults, Health and Wellbeing **DATE:** 12th June 2017

Contact Name: Roy Barnes

Tel. No.: 736690

Subject Matter: Novation of the Commissioned Care and Support framework in relation to a transfer of business from Second 2 None Healthcare Limited to Clarity Homecare Limited

Box 2

DECISION TAKEN:

To agree to novate the Commissioned Care and Support framework in relation to a transfer of business from Second 2 None Healthcare Limited to Clarity Homecare Limited.

Box 3

REASON FOR THE DECISION:

Doncaster Metropolitan Borough Council and Second 2 None Healthcare Limited are party to a contract for the provision of commissioned care and support service – Lot 7 – Framework for Additional Service Providers dated 4th November 2016 (the Contract).

As part of an internal reorganisation of its group of companies, Second 2 None Healthcare Limited has transferred its business to another company within its group, Clarity Homecare Limited.

As a result, Second 2 None Healthcare Limited wishes to transfer its rights and obligations to Clarity Homecare Limited under the Contract to as part of the business transfer.

Second 2 None Healthcare Limited will enter into a novation agreement with the Council and Clarity Homecare Limited. Once all parties have signed, the contract will be novated.(the Effective Date)

The parties have therefore agreed that on the Effective Date all rights, obligations and liabilities under the Contract will transfer from Second 2 None Healthcare Limited to Clarity Homecare Limited.

The novation will not result in any modifications to the manner in which the contract is performed, services are delivered or price.

Clarity Homecare Limited has been subject to the same financial checks to ensure financial viability and they have the ability to provide the service to the same level that Second 2 None Healthcare Limited were.

Box 4

OPTIONS CONSIDERED & REASONS FOR RECOMMENDED OPTION:

If other options were considered, please specify and give reasons for recommended option

It is recommended that a novation agreement is agreed between DMBC, Second 2 None Healthcare Limited and Clarity Homecare Limited in respect of ' Lot 7: Commissioned Care and Support at Home - Framework for Additional Service Providers', dated 4th November 2016 to ensure continuity of service going forward.

Box 5

LEGAL IMPLICATIONS:

Section 1 of the Localism Act 2011 provides the Council with a general power of competence, allowing the Council to do anything that individuals generally may do. Section 111 of the Local Government Act 1972 gives the Council the power to purchase goods and services.

The clause 36 of the contract between Second 2 None Healthcare Limited and the Council allows for novations to occur upon the Council giving approval.

The Council have subjected Clarity Homecare Limited to the same level of financial checks and due diligence. The Council are satisfied that Clarity Homecare Limited have the ability to provide the service to the same level that Second 2 None Healthcare Limited

Legal should be consulted to prepare the novation agreement.

Name: Nicky Dobson **Signature:** By email **Date:** 13th June 2017

Signature of Assistant Director of Legal and Democratic Services (or representative)

Box 6**FINANCIAL IMPLICATIONS:**

Second2None Healthcare are currently an additional support provider (ASP) within DMBC's homecare contract.

As such they deliver care to approximately 60-70 clients across Doncaster, at an estimated weekly cost of about £10k per week. The novation will mean that this business will pass to Clarity Homecare on the same terms and conditions as the existing contract, at no extra cost to the council

As an ASP the numbers of clients receiving care from Second2None via the contract is expected to gradually decrease as existing clients leave the service, with new clients being picked up by the 4 Strategic Lead Providers (SLP) across Doncaster. If for any reason Clarity Homecare were not able to provide care to the existing clients then these would be transferred at that time to the relevant SLP's as part of the existing CCASH contract, mitigating any financial risk

Name: Paul Williams **Signature:** By email **Date:** 15/06/2017

**Signature of Assistant Director of Finance & Performance
(or representative)**

Box 7**HUMAN RESOURCE IMPLICATIONS:**

There are no apparent HR implication as far as this particular ODR is concerned

Name: Bill Thompson Senior HR & OD Officer **Signature:** Bill Thompson **Date:** 14/06/2017

Signature of Assistant Director of Human Resources and Communications (or representative)

Box 8**PROCUREMENT IMPLICATIONS:**

There are no procurement implications. This is allowable under the PCR2015, (Regulation 72(1)(c)).

The council can be assured, as per the above narrative in the 'Reason for Decision' box, that all the necessary due diligence will be completed, that the contract delivery and pricing will remain static and that Second 2 None (the Novating company) is within the same group as Clarity Homecare (the Novated company).

Name: Holly Wilson **Signature:** by email **Date:** 14/06/2017

**Signature of Assistant Director of Finance & Performance
(or representative)**

Box 9**ICT IMPLICATIONS:**

Changes will need to be made in the CareFirst system to set up Clarity Homecare Limited as a new organisation, end the existing agreements with Second 2 None Healthcare and start new agreements with Clarity Homecare Limited. These changes should be requested via a service desk call to the CareFirst Helpdesk

Name: Peter Ward (ICT Strategy Programme Manager)

Signature: 

Date: 15/06/17

**Signature of Assistant Director of Customer Services and ICT
(or representative)**

Box 10**ASSET IMPLICATIONS:**

There are no implications arising from the recommendations of this report that impact on the use of DMBC assets.

Name: Gillian Fairbrother (Assets Manager, Project Co-ordinator)

Signature:

By

email **Date:** 15th June, 2017

**Signature of Assistant Director of Trading Services and Assets
(or representative)**

Box 11**RISK IMPLICATIONS:**

To be completed by the report author

If the novation agreement is not agreed and put in place, there is a potential of disruption to service users in relation to the services provided under the 'Commissioned Care and Support at Home - Framework for Additional Service Providers' as new arrangements with an alternative provider would have to be put in place.

With far fewer providers accepted on to the Commissioned Care and Support at Home - Framework for Additional Service Providers from November 2016, not agreeing this novation will adversely impact on the current capacity of the local home care market potentially leading to delays in the take up of packages.

With a change to the name of the service provider resulting from this Novation, service users may not be aware therefore the provider, Clarity Homecare Limited, will ensure all its service users are informed of the change thus avoiding any potential for confusion.

(Explain the impact of not taking this decision and in the case of capital schemes, any risks associated with the delivery of the project)

Box 12

EQUALITY IMPLICATIONS:

To be completed by the report author

There are no significant equality implications in relation to the novation. No group with protected characteristics would be affected as the care packages being provided will continue.

Name: Roy Barnes
(Report author)

Signature:



Date: 5th June 2017

Box 13

CONSULTATION

Officers

(In addition to Finance, Legal and Human Resource implications and Procurement implications where necessary, please list below any other teams consulted on this decision, together with their comments)

Members

Under the Scheme of delegation, officers are responsible for day to day operational matters as well as implementing decisions that have been taken by Council, Cabinet, Committee or individual Cabinet members. Further consultation with Members is not ordinarily required. However, where an ODR relates to a matter which has significant policy, service or operational implications or is known to be politically sensitive, the officer shall first consult with the appropriate Cabinet Member before exercising the delegated powers. In appropriate cases, officers will also need to consult with the Chair of Council, Committee Chairs or the Chair of an Overview and Scrutiny Panel as required. Officers shall also ensure that local Members are kept informed of matters affecting their Wards.

Please list any comments from Members below:

Box 14

INFORMATION NOT FOR PUBLICATION:

In accordance with the Freedom of Information Act 2000, it is in the Public's interests for this decision to be published in full, redacting only the signatures.

Name: Amy Haughan Signature: by email Date: 23/06/2017
Signature of FOI Lead Officer for service area where ODR originates

Box 15



Signed: _____ Date: 29/06/2017
Damian Allen, Director of People

Signed: _____ Date: _____
Additional Signature of Chief Financial Officer or nominated representative for Capital decisions (if required)

Signed: _____ Date: _____
Signature of Mayor or relevant Cabinet Member consulted on the above decision (if required).

- This decision can be implemented immediately unless it relates to a Capital Scheme that requires the approval of Cabinet. All Cabinet decisions are subject to call in.
- A record of this decision should be kept by the relevant Director's PA for accountability and published on the Council's website.
- A copy of this decision should be sent to the originating Directorate's FOI Lead Officer to consider 'information not for publication' prior to being published on the Council's website.
- A PDF copy of the signed decision record should be e-mailed to the LA Democratic Services mailbox