

Southend-on-Sea Borough Council

Report of Executive Director Adults and Communities to Cabinet

13 January 2021

Report prepared by: Benedict Leigh,
Director of Commissioning

Agenda
Item No.

Southend Care Limited Contracts 2022-2031

Relevant Scrutiny Committee: People
Cabinet Member: Councillor Cheryl Nevin
Part 1 (Public Agenda Item)

1. Purpose of Report

- 1.1 To provide cabinet with the details and seek approval for the proposed ten year contract with Southend Care Limited to delivery adult care services.

2. Recommendations

- 2.1 **Cabinet is recommended to agree that Southend-on-Sea Borough Council should enter into a 10-year agreement with Southend Care Limited, as detailed in this paper.**

3. Background and Context

- 3.1 Southend Care Limited is a wholly owned Local Authority Trading Company of Southend Borough Council. It was established in April 2017 initially for the purpose of transferring several in-house services providing social care and support to residents in Southend.
- 3.2 Southend Care Limited is now an adult social care provider, delivering services across the broad range of types of service – including support at home, daytime support, and residential care – to people with a range of needs – including older people, and adults with learning disabilities and mental health problems.
- 3.3 Southend Borough Council will be commissioning four broad categories of care from Southend Care Limited – support at home, daytime support, residential care, and provider of last resort support.
- 3.4 These services will cost £8.7m in 2022/2023 and the proposed value of commissioned services with Southend Care Limited over the next 10 years has a combined value of approximately £95m.

4. Services

4.1 **Support at Home** consists of support provided to people in their own home, which enables independence and may also be delivered by the council as in the case of supported living. Services in this category are:

- Southend Reablement Services (Reablement)
- Southend Reablement Service (Contingency Homecare)
- Shared Lives
- Supported Living (Spencer House and West Street)
- Extra Care Housing (Westwood and Longmans)

4.2 **Daytime Support** consists of support, primarily for people with learning disabilities, to take part in meaningful and constructive activities. Services in this category are:

- Making it Work
- Project 49
- Viking Day Centre

4.3 **Residential Care Homes** provide accommodation as well as 24-hour personal care and support for older people and adults who struggle to live independently, but do not need nursing care. Services in this category are:

- Brook Meadows House (short term)
- Brook Meadows House (long term)

4.4 **Provider of Last Resort** capacity is capacity in the delivery and management of care that steps in in contingency situations and where there is market failure.

4.5 Each of these services are described in detail below:

4.5.1 **Southend Reablement Service (Reablement)**

The service will offer a therapy led approach to reablement, focusing on supporting people to move to independence to help them connect back to their community and take ownership of key areas of their lives to reduce need for ongoing long-term support where possible. Taking:

- A Restorative approach: the learning or re-learning of skills or behaviours, improving confidence and increasing motivation.
- A Compensatory approach: finding a way around a functional difficulty, including adapting the environment and/or using assistive technology, telecare and/or equipment.

4.5.2 **Southend Reablement Service (Contingency Homecare)**

Southend Reablement Service will also provide delivery of ordinary homecare packages for people who have been refused by all other providers. These are likely to be complex challenging situations with ongoing social work / occupational therapy support needed in the risk management of these packages.

4.5.3 **Shared Lives**

The Shared Lives Service is a care and support service which provides accommodation and/or care or support inside and outside the Shared Lives carer's home. The service is for people 16+ who want to live independently in their community, with the support of a family and community network. It is an alternative to supported living or residential care. Shared Lives carers also provide short breaks or day support as an alternative to traditional respite care.

4.5.4 **Supported living (Spencer House and West Street)**

Spencer House and West Street are Supported Living Schemes for adults with learning disabilities. These services support up to 42 tenants to live independently in a variety of accommodation including individual flats and cottages as well as in shared houses.

4.5.5 **Extra Care Housing (Westwood and Longmans)**

Longmans and Westwood provides 30 units of extra care accommodation to people with varied care and support needs to maximise independence, increase choice, opportunity, social inclusion, and community links. The properties are owned by Southend Borough Council and managed by South Essex Homes and comprise of two units, each with 15 self-contained flats, and with the support of staff on site 24/7. Care and support is based on the assessed needs of each person living at the scheme, with the aim of meeting individually identified outcome.

4.5.6 **Making it Work**

This employment service provides people with learning disabilities the opportunity to access all types of employment, including voluntary, work experience and paid employment. The Service works in partnership with public sector agencies (including Jobcentre Plus) to work together to ensure that people are provided with the specialist support needed to enable them to access existing publicly funded employment and training services, wherever possible.

4.5.7 **Project 49**

The service provides day services to adults with learning disabilities and associated needs with a focus on healthy lifestyles, wellbeing, and community inclusion, offering a range of activities to support individuals to learn, challenge and exceed the boundaries placed on their perceived disabilities. An emphasis of independence is at the forefront of care and support. Individuals are recognised for their skills and abilities they hold and encouraged to attain their goals to increase self-fulfilment.

4.5.8 **Viking**

The service provides day services for vulnerable adults with profound and multiple learning disabilities. The service supports individuals in improving their quality of life by supporting them to take greater control of their own life and encourage them to remain as independent as possible, encouraging individuals to participate in stimulating, engaging, and rewarding activities. The service supports individuals to lead a fulfilling life, help them to maintain a healthy lifestyle, and promote and enhance effective personal support networks.

4.5.9 **Brook Meadows House (short term)**

The service for short term residential care at Brook Meadows House provides short stay (intermediate) care provision using a therapy led model of support focused on Active Recovery and support for self-management, which moves away from the traditional illness/condition focused delivery model to a more person-centred approach with an emphasis on the outcomes that matter to the individual.

4.5.10 **Brook Meadows House (long term)**

The service for long term residential care at Brook Meadows House provides residential care for older people who may need support with a variety of need including dementia, frailty, and complex needs. The home will provide full board,

personal care, staffing on a 24-hour basis, and meaningful day time and evening social activities, understanding the lives of residents and supporting them with appropriate support and activities.

4.5.11 Provider of Last Resort

As provider of last resort Southend Care Limited will provide staffing and care management capacity in the event of provider failure / closure / safeguarding concerns across a range of settings (care homes, supported living, home care, and day services). These services may be funded by Southend Borough Council and costs may be levied against providers, as allowed in contracts, where this is necessary. Southend Care Limited will also provide staffing and care management capacity and at points of system escalation and/or to manage system pressures. This additional capacity will be directed and supported by Southend Borough Council.

5. Partnership

5.1 A partnership agreement is in place with Southend Care Limited (Appendix 2). The strategic objectives of the partnership as set out in the partnership agreement are to:

- Develop and deliver a portfolio of services that meet the current and future needs of the people of Southend
- Ensure there is a 'provider of last resort' for the Care Quality Commission/Ofsted regulated provider market,
- Promote quality assurance and improvement initiatives to the Southend care sector
- Support the financial sustainability and health of Southend Borough Council and Southend Care Limited
- Ensure services within the portfolio become increasingly more cost effective
- Ensure all service are rated by either Care Quality Commission or Ofsted as 'Outstanding',
- Develop Southend Care Limited as a transformation engine for delivering changes
- Support the South Essex Care and Health Trade Association (SECHA)

6. Development

6.1 In line with the partnership agreement Southend Borough Council expect Southend Care Limited to work collaboratively to develop services that meet the needs of the residents of Southend, whether their care is funded by the authority, or they fund their own care.

6.2 Key developments over the next year for SBC and SCL are:

- The opening of Brook Meadows House, a 60 bedded residential care home, with 30 short term beds, and 30 long term placements (including 15 for self-funders)
- The creation of a focused reablement service providing reablement across the borough
- The creation of a homecare offer for self-funders
- Development of the shared lives service to increase the number of long-term placements supported

7. Other Options

7.1 Other options were considered in reviewing the service offer. These options included bringing the services back into direct local authority control, and offering the services to the private, independent, and voluntary sector market.

In housing

7.2 The rationale for the creation of Southend Care Limited remains valid and has not changed. In housing these services would create significant additional cost to the authority and would present risks to effective focused services delivering excellent care to people. For these reasons in housing the services is not recommended

Open Market Offer

7.3 Some services included in the overall contract have previously been offered to the open market (supported living and extra care housing) and tenders have not resulted in a viable offer from the market.

7.4 It would be extremely challenging to outsource the provider of last resort capacity, and this can be seen by the ability of Southend Care Limited to step up rapidly over the pandemic with the provision of a designated setting for people discharged from hospital with covid-19.

7.5 Some services may have viable market providers at some point and this will be kept under review. The nature of the contracts with the provider mean that market capacity and best value will be kept under review, enabling the ability to go to the market with elements of the contract where these make sense.

7.6 For this reason an open market offer for all of these services at this point is not recommended.

8. Reasons for Recommendations

8.1 The recommendation is that **Southend-on-Sea Borough Council should enter into a 10-year agreement with Southend Care Limited, as detailed in this paper.**

8.2 The reason for this recommendation are that

- The services provided - support at home, daytime support, residential care, and provider of last resort support – are necessary for the residents of Southend
- The partnership with Southend Care Limited and the development plans in place offer substantial value to the authority and to the residents of Southend.
- The Council's Best Value duties, in financial terms best value is evidenced through the economy, efficiency and effectiveness of service delivery.

9. Corporate Implications

9.1 ***Contribution to Southend 2050***

The contract between Southend Borough Council and Southend Care Limited will contribute to:

Safe and Well

- SW01 People in all parts of the borough feel safe and secure at all times.
- SW02 Southenders are remaining well enough to enjoy fulfilling lives through their lives.
- SW03 We are well on our way to ensuring that everyone has a home that meets their needs.
- SW04 We are all effective at protecting and improving the quality of life for the most vulnerable in our community.

Active and Involved

- AI01 Even more Southenders agree that people from different backgrounds are valued and get on well together.
- AI02 The benefits of community connection are evident as more people come together to help, support, and spend time with each other.
- AI03 Public services are routinely designed and sometimes delivered, with their users to best meet their needs.
- AI04 A range of initiatives help communities come together to enhance their neighborhood and environment.

9.2 ***Financial Implications***

- 9.2.1 The proposed value of commissioned services with Southend Care Limited over the next 10 years has a combined value of approximately £95m across the term, based on the services and volumes below.
- 9.2.2 The ten-year contract will enable growth across several service elements and provide efficiencies which will be realised year on year through ongoing recruitment of new Southend Care Limited staff on Southend Care Limited terms and conditions as well as savings already identified in the Medium-Term Financial Strategy.
- 9.2.3 To show the total planned annual spend with Southend Care Limited, the budget provision and specific service delivery volumes for the overall annual spend for 2022-2023 with Southend Care Limited are detailed below (including two service elements that are currently contracted separately from the main Southend Care Limited contract, but which, it is proposed, will come into the main contract).
- 9.2.4 Under the Best Value Duty Act, the Council is tasked with ensuring that Southend Care Limited is contracted to meet the requirements set out under the listed Service Specifications and to provide assurance in terms of best value on an ongoing basis. By including the Break Clause in the contract, throughout the contract term, Southend Borough Council can regularly benchmark our Local Authority Trading Company against the rest of the market to ensure best value is achieved and maintained across each element of the contract.

9.2.5 Built into the contract is also an open book accounting monitoring requirement, with appropriate clawback rights to ensure funding is continually monitored and adjusted down wherever possible throughout the contract term, thereby reducing expenditure, and ensuring value for money

Overall spend

9.2.6 The overall budget for 2022/2023 of **£8,716,558** is shown by service in the table below. This is subject to the approval of the full budget for 2022/2023. This includes increases to take account of National Insurance and National Living Wage increases.

9.2.7 Specific service delivery volumes for the overall annual spend for 2022-2023 with Southend Care Limited are detailed below. This includes two service elements (West Street and Westwood/Longmans) that are currently contracted separately from the main SCL contract, but which will come into the main contract.

| Name | Service | Unit | Volume | 2022-2023 |
|------------------------------------|-------------------------|----------------------------|---|--------------------|
| Southend Reablement Service | Reablement | Hours per week | 1200 | £1,540,024 |
| Southend Reablement Service | Contingency Homecare | Hours per week | As required | £25.74/hour |
| Shared Lives | Shared lives placements | Placements | 53 placements rising to 72 across 4 years | £253,740 |
| Supported Living | Spencer House | Units | 306 | £283,044 |
| Supported Living | West Street | Hours per week | 1167 | £1,007,362 |
| Extra Care Housing | Westwood / Longmans | Hours per week | 667 | £539,981 |
| Making it Work | Employment Support | Placements | 160 | £77,527 |
| Project 49 | Day Services | sessions per day (am / pm) | 200 | £1,119,773 |
| Viking Day Centre | Day Services | sessions per day | 34 | £940,644 |
| Brook Meadows | Short term | Beds | 30 | £1,969,867 |
| Brook Meadows | Long Term | Beds | 15 | £984,596 |

Profit Margin

9.2.8 Southend Care Limited has included a profit margin of 1% for the initial 3 years to provide sufficient stability and assurance, whilst maintaining staffing levels, pay terms and conditions and service delivery across all elements of the contract.

Price Review

9.2.9 Within the Contract Terms and Conditions (Appendix 3) there is a requirement for an annual price review, quarterly expenditure review and agreement, and a mechanism to clawback any overpayments, thereby providing value for money assurances through the ongoing review, analysis and monitoring of forecasted budgets and actual spend.

9.2.10 Payment Terms include a balanced approach to risk sharing; with block payments for ongoing staff costs and 'top-up' payments for additional provision in line with forecasted growth plans for the Reablement Service.

Gain Share

9.2.11 As part of the overall agreement, and to ensure best value for the authority, Southend Care Limited have offered a gain share up to 1% of the overall contract value, and this will potentially deliver a saving to the authority over the first five years of £359,555.

9.2.12 This gain share is contingent on Southend Care Limited other business having a turnover sufficient to enable this to happen. This will be reviewed on an open book basis annually.

| Name | 2022/23 | 2023/24 | 2024/25 | 2025/26 | 2026/27 |
|--|------------|------------|------------|------------|------------|
| Southend Reablement Service | £1,540,024 | £1,609,250 | £1,625,193 | £1,641,950 | £1,658,220 |
| Shared Lives | £253,740 | £256,265 | £258,816 | £261,369 | £263,970 |
| Supported Living (Spenser House) | £283,044 | £285,835 | £288,653 | £291,474 | £294,349 |
| Supported Living (West Street) | £1,007,362 | £1,017,311 | £1,027,360 | £1,037,417 | £1,047,667 |
| Extra Care Housing (Westwood/Longmans) | £539,981 | £545,312 | £550,697 | £556,086 | £561,578 |
| Making it Work | £77,527 | £78,294 | £79,068 | £79,843 | £80,633 |
| Project 49 | £1,119,773 | £1,130,845 | £1,142,028 | £1,153,220 | £1,164,627 |
| Viking Day Centre | £940,644 | £949,935 | £959,320 | £968,712 | £978,284 |
| Brook Meadows (short) | £1,969,867 | £1,989,311 | £2,008,950 | £2,028,606 | £2,048,637 |
| Brook Meadows (long) | £984,596 | £994,314 | £1,004,130 | £1,013,955 | £1,023,967 |

| | 2022/23 | 2023/24 | 2024/25 | 2025/26 | 2026/27 |
|------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Cost of Service | £8,716,558 | £8,856,673 | £8,944,215 | £9,032,632 | £9,121,933 |
| Gain share | £- | £88,566.73 | £89,442.15 | £90,326.32 | £91,219.33 |
| Contract Cost | £8,716,558 | £8,768,106 | £8,854,772 | £8,942,305 | £9,030,714 |

Spending Less, Spending Well, and Spending Wisely

9.2.13 Taking into consideration the Council's Best Value duties, in financial terms best value is evidenced through the economy, efficiency and effectiveness of service delivery:

Provider of Last Resort

9.2.14 Southend Care Limited as the provider of last resort provides the Council with increased resilience across all service areas

9.2.15 This service provides contingencies for care homes, home-care and day settings provider failure, and for home-care contingency in times of capacity pressure under the LAPEL escalation framework.

9.2.16 This ensures that the authority has the necessary assurance of ongoing capacity for the continuation of adult social care provision across settings, for complex and urgent needs to be met, by a trusted and competent provider of good quality care and support provision. From a 'Spending Wisely' perspective the obvious choice for the provider of last resort function is with our local authority trading company.

Reablement improvements

9.2.17 Southend Care Limited as the Reablement provider across the borough offers the Council a consistent, well-led, structured service model, including therapeutic interventions, for long-term cost-avoidance through effective reablement leading to less reliance on longer-term homecare provision.

9.2.18 With a clearly structured growth plan, reablement capacity will increase up to 1,200 hours a week during the first year, with a management structure providing potential increased capacity up to 2,000 hours in future years.

9.2.19 Included in the Payment Schedule for the Reablement service is a split 80:20 block and spot payment arrangement to ensure adequate funding for core staffing whilst mitigating risks of over-payment based on projected rather than actual commissioned hours.

Residential care for complex people

9.2.20 The new residential care home at Brook Meadows offers the Council a local residential care alternative for people with complex and dementia care needs, which will provide tailored, therapeutic-focussed support based on the 'What Matters to me' ethos, at a comparable cost to out of borough placement costs but with the added benefits for people being closer to loved ones for visiting, and maximising independence and quality of life.

9.2.21 The wrap-around long- and short-term beds at Brook Meadows will create better outcomes for individuals.

Supported Living for Adults with a Learning Disability – Spencer House and West Street

9.2.22 The accommodation and support provision for adults with a learning disability, across an independence pathway through West Street and Spencer House provides for a consistent service delivery model, aligned to a performance framework focussed on individual and service outcomes.

9.2.23 Following a failed tender process due to lack of interest from the market due to TUPE (Transfer of Undertakings (Protection of Employment) Regulations 2006) costs, Southend Care Limited took on West Street and has implemented a restructure to capitalise on the management structure across Spencer House. Further efficiencies will be realised over time as inherited staff retire / move-on and are replaced by Southend Care Limited staff, thereby reducing direct costs.

Day Settings

9.2.24 The contracted price for Viking day setting includes payment on block for the total number of sessions. A review of utilisation of current placements has been undertaken to identify the number of sessions being utilised by Essex County Council residents and by NHS funded placements.

9.2.25 The process for re-charge for out-of-borough / NHS funded clients will need to be reviewed along with the financial payment mechanism as part of the first year of the contract. Potentially, an improved payment arrangement can be introduced with a reduced block payment for Southend Borough Council and any cross-charging managed by Southend Care Limited. The block model is to be kept under review, with amendments to payments made based on volumes, needs and ongoing strategic work.

9.3 Legal Implications

9.3.1 Legal advice was provided for the development of the text of the Partnership Agreement to both parties and detailed legal advice has been sought throughout the development of the new ten-year contract.

9.3.2 Legal points of consideration included:

- Providing the services directly by the Council or by a legal person controlled by the Council are still subject to the Best Value duty in the Local Government Act 1999.
- The Council is a best value authority as noted in Section 1 of the 1999 Act as it is a English Local Authority
- A best value authority's core duty is in Section 3(1) of the Act and that states that a best value authority must make arrangements to secure "... continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness"

9.3.3 Case Law has previously noted that:

- **economy** meant minimising the cost of resources used or required (inputs) – namely spending less;
- **efficiency**, meant the relationship between the output from goods or services and the resources to produce them – namely spending well
- **effectiveness** meant the relationship between the intended and actual results of public spending (outcomes) – namely spending wisely

Contracting directly with our Local Authority Trading Company

9.3.4 Under Tekal case law the Council can continue to utilise the Local Authority Trading Company to deliver these services and there is nothing in the Council's Constitution to prohibit this. Through contracting directly with our Local Authority Trading Company, the Council has increased assurances on commitment to delivering services in the community to our residents who are most vulnerable and have the most complex of support needs.

9.3.5 Utilising our Local Authority Trading Company for these services with the increased emphasis on partnership, there is greater scope, as referenced in the contracts, for flexibility in provision over the lifetime of the contract, to innovate and change both the scope and the delivery model of services as the needs of the community change

over time and / or increased digital technology can be utilised to streamline and transform service provision.

- 9.3.6 And because most services under this contract were formerly Council-run services, with long-term staff teams, with significantly higher salaries, the prospect of transferring these staffing costs to another external provider under TUPE arrangements could make it prohibitive to run an effective procurement process.
- 9.3.7 As was seen in 2019 when there was no appetite from the market when West Street was tendered. Retaining these services via the Local Authority Trading company will see the Council, rather than a market provider, benefit from deflating costs (albeit offset against contracted salary scale point increases) year on year as new staff come into the services on Southend Care Limited contracts, thereby reducing costs over time.

Contractual Terms and Conditions

- 9.3.8 The Contractual Terms have been reviewed by both Southend Care Limited, Southend Borough Council and Essex Legal Services. They are based on the ADASS Terms and Conditions for Adult Social Care and adapted for each Service element to include Service Specification, Payment Schedule, and Terms.
- 9.3.9 The contract duration is ten (10) years and includes a Default and Non-Default Break Clause.
- 9.3.10 Separate Specifications for each Service element are being drafted and will be agreed with Southend Care Limited and signed off with the Adults and Communities Directorate Leadership Team.
- 9.3.11 For information, the Heads of Terms for each Service element is included in Appendix 1

9.4 People Implications

There are likely to be HR implications for Southend Borough Council when reviewing the future of services under contract to Southend Care Limited. Initially, when these services were transferred the staff were transferred under TUPE and retained their Southend Borough Council employment rights.

As the existing services are reviewed this may result in a change to the optimum staffing model with associated redeployment and redundancies. Where this is the case, Southend Borough Council will work closely with Southend Care Limited to minimise the impact on staff.

9.5 Property Implications

There are no immediate property implications, but investment may be required in existing housing units or the re-development of new housing units over the lifetime of the new contract. At Brook Meadows House care home, a new build development of 60 additional care home beds, a new day centre for those with complex learning disability to replace the current facility at Viking day service and a head office are currently under development. There have been significant delays due to disputes between the design and build contractors and technical issues and the facility is currently due to be handed over to Southend Care Limited in late 2021/early 2022.

9.6 **Consultation**

When reviewing any services under contract with Southend Care Limited, consultation, collaboration, and the coproduction of service provision will take place with people using the service and other stakeholders.

9.7 **Equalities and Diversity Implications**

The development of a new Partnership Agreement and contract with Southend Care Limited does not have any noticeable harmful or less favourable effects on any group with protected characteristics under the Equality Act or on carers, who SBC have identified as a particular group of people who must also be considered as part of consideration on equalities and diversity. However, the proposed recommissioning of some of the services under contract during the lifetime of the new ten-year contract may have an Equalities impact and a full EQiA will then be part of any recommissioning exercises.

9.8 **Risk Assessment**

Delivery of some aspects of the new contract will require detailed risk and reward sharing arrangements e.g., the sale of 15 beds for long term care within the new build facility at Brook Meadows House.

9.9 **Value for Money**

The Medium-Term Financial Strategy (MTFS) sets out savings requirements for Southend Care Ltd to meet over the next five financial years (21/22 – 25/26). These efficiencies will be realised by a combination of an agreed five year budget at the outset of the new contract (1 April 2022) and the sale of 15 private beds within the new build facility at Brook Meadows House.

Further efficiencies will be agreed between Southend Borough Council and Southend Care Limited following detailed service reviews of all the contracts in scope currently operated by Southend Care Limited either before commencement of the new contract or within a specified timescale.

9.10 **Community Safety Implications**

None

9.11 **Environmental Impact**

In line with the declaration of the climate change emergency Southend Care Limited will be encouraged to work towards a net zero carbon budget over the life of the contract.

10. Appendices

1. Heads of Terms
2. SBC: SCL Partnership Agreement 2022-2031

Appendix One: Heads of Terms

Support at home

Southend Reablement Service
Reablement
Contingency Homecare

Shared Lives

Supported living
Spencer House
West Street

Extra Care Housing
Westwood
Longmans

Daytime support

Making it Work
Project 49
Viking

Residential care

Brook Meadows House (short term)
Brook Meadows House (long term)

Head of Terms Agreement – Southend Reablement Service

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Support at Home**:
 - **Southend Reablement Service (Reablement)**
 - **Southend Reablement Service (Contingency Homecare)**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to and including the Expiry date, unless terminated in accordance with the terms of this Agreement:
 - “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long-term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

The Service will support the delivery of relevant Adult Social Care indicators (ASCOF) in the Commissioned Area, namely:

- The proportion of older people (aged 65 and over) who were still at home 91 days after discharge from hospital into reablement/rehabilitation services
- Delayed transfers of care from hospital, that are attributable to social care per 100,000 population

The value of reablement will be measured through:

- Comparing an individual's functional status at the beginning and end of a reablement period through appropriate outcome measures, such as COPM (Canadian Occupational Performance Model), Barthel Index or NEADL (Nottingham Extended Activity of Daily Living)
- Quality of life questionnaires
- Service outcomes, such as:
 - Reduction in traditional care home placements
 - Reduction in unplanned hospital admissions
 - Increase in percentage of people able to remain living at home
 - Reduction in percentage of people requiring long-term support or admission to long-term care
 - lasting benefit – the percentage of people no longer requiring a service up to 12 months post-reablement.
 - cost effectiveness – the cost of interventions vs usual care costs and health service utilisation.

Throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams.

On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|---|-----------------|-------------------|
| Southend Reablement Service (Reablement) | 1200 hrs / week | £1,540,024 |
| Southend Reablement Service (Contingency Homecare) | | £25.74/hour |

Head of Terms Agreement – Shared Lives

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

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SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Support at Home - Shared Lives**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long-term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

The Learning Disability Outcomes Measures tool and throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams. On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|--------------|---------------|-----------------|
| Shared lives | 53 placements | £253,740 |

Head of Terms Agreement – Supported Living

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Support at Home - Supported living**
- Spencer House
 - West Street
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long-term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

The Learning Disability Outcomes Measures tool and throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams. On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|--------------------------|-----------------|-------------------|
| Supported living: | | |
| Spencer House | 306 hrs / week | £283,044 |
| West Street | 1167 hrs / week | £1,007,362 |

Head of Terms Agreement – Extra Care Housing

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Support at Home - Extra Care Housing**
- Westwood
 - Longmans
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to and including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long-term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

Throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams.

On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|----------------------------|----------------|-----------------|
| Extra Care Housing: | | |
| Westwood / Longmans | 667 hrs / week | £539,981 |

Head of Terms Agreement – Making it Work

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Daytime Support - Making it Work**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long-term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

The Learning Disability Outcomes Measures tool and throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams. On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|----------------|----------------|----------------|
| Making it Work | 160 placements | £77,527 |

Head of Terms Agreement – Project 49

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Daytime Support - Project 49**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long-term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

The Learning Disability Outcomes Measures tool and throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams. On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|------------|--------------------|----------------|
| Project 49 | 100 sessions / day | £1,119,773 |

Head of Terms Agreement – Viking

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **Daytime Support - Viking**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **six (6) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

The Learning Disability Outcomes Measures tool and throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams. On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|--------|-------------------|----------------|
| Viking | 34 sessions / day | £940,644 |

Head of Terms Agreement – Brook Meadows House (Short term)

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **RESIDENTIAL CARE**
- **Brook Meadows House (long-term)**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
– “**Commencement Date**” means 1 April 2022;
– “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **twelve (12) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

ADASS East of England Service Outcomes framework and Assessment & Market Management Solution (PAMMS) application. And throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams.

On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|-----------------------------------|-----------|-------------------|
| Brook Meadows (short term) | 30 | £1,969,867 |

Head of Terms Agreement – Brook Meadows House (long term)

BETWEEN

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SBC”)

AND

- (2) **SOUTHEND CARE LTD** (Company No 10138562) whose registered address is Civic Centre, Victoria Avenue, Southend on Sea, Essex SS2 6ER (“SCL”)

SUBJECT TO CONTRACT

Background

- A. The First Party and the Second Party are interested in entering into a business agreement (the Proposed Agreement) for the provision of **RESIDENTIAL CARE**:
- **Brook Meadows House (long-term)**
- B. This heads of agreement sets out the principle terms and conditions upon which the Parties agree to enter into the Proposed Agreement.

Status of heads of terms

1. The terms in this head of terms are not exhaustive and are expressly ‘subject to contract’ until a final written agreement has been entered into.

Timescales and notice to terminate

2. This Agreement shall commence on the Commencement Date and shall continue for the Agreement Period up to an including the Expiry date, unless terminated in accordance with the terms of this Agreement:
- “**Commencement Date**” means 1 April 2022;
 - “**Expiry Date**” means the 31 March 2032 unless otherwise extended or terminated in accordance with the provisions of the Agreement;
3. SBC at its sole discretion can terminate this Agreement on notice and may re-tender any of the Services and appoint a Replacement Service Provider following such procurement exercise.
4. In addition to its rights of termination under the Contract, the Council shall be entitled to terminate this Contract in whole or in part at any time after two (2) years from the Commencement Date by giving to the Provider not less than **twelve (12) months** advance notice to that effect in which case the provisions of Clause 38 only shall apply. No further compensation or remedy shall be available to the Provider.

Essential pre-conditions and Basis of Proposed Agreement

- (A) SBC is a local authority as defined by s.270 of the Local Government Act 1972 and is entering into this Agreement in relation to the performance of its statutory functions in relation to Care Services.
- (B) SBC has selected SCL to provide a number of care Services for the benefit of Southend residents to enhance the quality of people’s lives and providing cost-effective and high-quality services to meet the needs of residents
- (C) Both Parties are committed to developing a long term relationship that enables SBC to fulfil its statutory obligations under the Care Act 2014 and both Parties aim to deliver on the Southend 2050 outcomes and on the vision for Southend Care as set out in Schedule 1 (Partnership Agreement).
- (D) The purpose of this Agreement is to set out the terms and conditions in which SCL will provide the Services to SBC.

SCL outcomes will be monitored and measured via:

ADASS East of England Service Outcomes framework and Assessment & Market Management Solution (PAMMS) application. And throughout the lifetime of the contract, quarterly quality assurance and monitoring meetings with Commissioning, Contracts and Operational Teams.

On an annual basis, the Service will be subject to quality, function, and performance review.

Costs

| | Volume | Cost 2022-2023 |
|---------------------------------|-----------|-----------------|
| Brook Meadow (long term) | 15 | £984,596 |

Appendix Two: Partnership Agreement

SOUTHEND BOROUGH COUNCIL AND SOUTHEND CARE LIMITED

PARTNERSHIP AGREEMENT APRIL 2022- MARCH 2031

1. PARTNERSHIP STATEMENT

1.1 Purpose

This ten-year Partnership Agreement (Agreement) is the commitment of Southend Care Limited (SCL) and Southend Borough Council (SBC) to develop a long-term relationship that aims to deliver on the Southend 2050 outcomes and on the vision for Southend Care. This Agreement provides the vision, strategic objectives and guiding principles of the relationship. It sets the tone and spirit by which both parties will work together for mutual benefit with aligned interests.

The Agreement will be formally reviewed annually on the anniversary (1 April each year) by the Board of Directors of SCL and the Cabinet or delegated body of SBC.

This Agreement will cover the relationship between the parties and is to be construed together with the contractual agreement, which will be a separate contract for services agreed and entered into between the parties which will provide the detail of the commercial terms and conditions of the partnership. For the avoidance of any doubt, the details of the legal obligations of both parties for example dispute resolution, IPR, liabilities and indemnities, conflicts of interest, risk and liability are included in the contractual document to accompany this partnership agreement and the agreement should not be relied on to resolve any contractual matters.

This Agreement will be the basis by which the parties determine the success of the partnership. It is expected that over the next ten years the partnership will evolve and therefore this Agreement is designed to be reviewed annually and updated as necessary to ensure it remains strategically relevant and continues to be the catalyst for contributing towards the delivery of the Southend 2050 roadmap.

1.2 Context/Background

This is the first formal Agreement between SBC and SCL. SCL started trading in April 2017 as a Local Authority Trading Company (LATCO) wholly owned by SBC, with its remit being to operate as a business within the adult social care markets, deriving 80% of its total income from SBC contracts. SBC directly awarded to SCL two contracts for a range of services including residential care; day centres; complex reablement; Shared Lives; Supported Employment and Supported Living. Since trading in April 2017, SCL was directly awarded a further two contracts in April 2019 for Supported Living and Extra Care services.

The trust in SCL to deliver good quality services has grown and the relationship between both parties has been characterised by SCL taking a 'can do approach' supporting SBC

wherever possible. This includes responding rapidly and effectively in situations where other providers in the marketplace have failed, as well as taking on very complex individual packages of care that no other provider has been able to support.

SCL has also played an important role in the COVID crisis by both establishing a designated COVID unit and by delivering services in an innovative way, for example creating an online digital service for vulnerable people who could not attend Project 49.

As a result of the special relationship enjoyed by SCL and SBC by virtue of ownership, the company's manner of working has been different to that of any other local provider. The relationship has very much focussed on SCL being part of the SBC 'family' thereby becoming a key resource for SBC and working in a manner that creates the most value for SBC. From this a number of principles have become central to the relationship, including transparency, integrity and honesty.

1.3 Relationship to date

The relationship between SBC and SCL to date has been constructive, solution focussed and collaborative. It has enabled SCL to develop and evolve as an organisation recognising the realities of the need for time to establish a new business and address certain legacy issues of former in-house services. The relationship has encouraged SCL to reinvest surplus into improving services and more broadly developing in a qualitative way, for example developing a training academy, achieving nationally recognised quality awards such as IIP and of course meeting regulatory standards. The relationship has also been the catalyst for developing positive working relationships with other statutory bodies, the Third and the independent sector.

1.4 Future relationship

The Agreement formalises the relationship between SCL and SBC for the first time. This partnership over the next ten years will aim to build upon the special relationship that has been established between the parties. It will continue to focus on achieving the strategic outcomes related to Southend 2050 and improving the quality of lives of the people of Southend. The relationship, by having a commercial emphasis, will support SCL to grow as a business enabling it to become even more enterprising in its approach. This will include the development of alternative income streams that have a consequential benefit to SBC and the local community. This will be achieved by continuing to encourage reinvestment in the business for the purpose of sustainable growth, workforce development and driving cost effectiveness.

The partnership will provide the opportunity for both parties to test, learn and innovate as a continuous process for the purpose of creating more cost effective and impactful service provision in Southend. Especially important is creating opportunities for greater digital service delivery to support population needs and serve broader sections of the community. As technology advances over the next ten years and demands increase having a relationship that can work in a collaborative and inspiring manner is of paramount importance.

The partnership will strategically shape services which come within the scope of contract during its lifetime, ensuring they remain responsive to the needs of Southend. In particular,

working collaboratively to redesign, remodel and restructure services where necessary so they continue to provide value for money and deliver the best outcomes for people.

The partnership will play a key role in supporting the care marketplace, through developing SCL's role as a provider of last resort to enable SBC to fulfil its statutory duty to ensure market sustainability and quality under the Care Act 2014. Working in a strategic way both organisations will proactively identify the means by which issues such as provider failure can where possible be avoided and where SCL can take action to enhance the SBC's response to market uncertainty. This is a particularly important feature of the relationship as financial and budgetary pressures are likely to increase as a result of the general economic climate brought on by COVID, the economic effects of which are likely to be felt for some years to come.

The partnership will be characterised by a number of principles that will shape the way both parties operate and work with each other. They will be complemented by aligned values and behaviours that reflect the everyday working practices of staff. These principles are Reciprocity; Autonomy; Honesty; Loyalty; Equity and Integrity. The values that will act as a reference point for this partnership are the Southend 2050 values of being Inclusive, Proud, Collaborative and Honest

The partnership will support the development of a workforce that it is skilled, well trained, and professional in its operation and delivery of care. SCL becoming the employer of choice that can attract the best talent through excellent career pathways and terms and conditions of employment.

Anything delivered through the partnership will clearly benefit the residents of Southend either through directly meeting their needs or by ensuring that SCL is financially sustainable and can deliver more to Southend as a result.

1.5 The relationship and future commissioning landscape

The partnership will evolve within the context of the future commissioning landscape and through an asset-based approach in line with Southend 2050 outcomes. It will play a key role in supporting the shared priorities of the milestone recovery plans and the objectives of longer-term strategies for Older People, Adults of Working Age and Carers of all ages that will cover the period 2022 – 2027.

SCL will be a key stakeholder and consultee in the development of these strategies that will need to be aligned with the agreed principles and priorities set out in this partnership agreement. Moreover, the partnership will enable SCL to position itself so it can play its part in the delivery of the identified priorities. SCL is already in a strong position as a current provider of a broad range of services across different markets and focused on a range of people from younger adults to older people. The partnership will also ensure services are reshaped and modernised to fit with the refreshed commissioning priorities for Southend.

Priorities in the milestone recovery plans that are relevant to this partnership agreement and which relate to the Southend 2050 themes are set out in Appendix 1.

2. GUIDING PRINCIPLES OF THE PARTNERSHIP

The guiding principles of this Agreement will underpin the partnership and will also form the basis of the separate commercial contracts that are entered into. These principles are:

2.1 Reciprocity

The partnership will promote mutual benefit, with fair and balanced exchanges. For example, if either party accepts a business risk, the other must be prepared to do the same. If one party commits to invest time and money in an important project the other party must be prepared to reciprocate. Both parties will decide what is fair and balanced through negotiation conversation and applying the rest of the guiding principles.

2.2 Autonomy

The partnership across the areas detailed in the accompanying contract will abstain from promoting only one party's self-interest at the expense of the other. Instead, both parties will work as equals and be part of a process that allows for making decisions in line with the partnership. i.e., the partnership commits to make decisions and take actions that respect and strengthen the interests of the partnership and the shared vision.

2.3 Loyalty

The partnership will ensure that both parties look out for each other's interests and treat each other's interests with equal value. The partnership will be characterised by having 'relationship first thinking' seeing itself as its own entity with its own set of interests that both parties are loyal to in their interactions.

2.4 Equity/ risk sharing –

The partnership will ensure both parties keep proportionality in the contract for example between risk and rewards. The proportion of risk accepted by either party will be detailed in the accompanying contract and will be on a service by service basis. The risk share will not necessarily be a 50/50 split but a fair distribution for example depending how much risk one party takes on in relation to the other.

2.5 Integrity –

The partnership will ensure both parties act consistently, transparently, and honestly over the life of the relationship and to act when in doubt in accordance with the other guiding principles. Integrity will apply to all decisions and actions each party takes and their interactions with each other.

2.6 Person Centredness

the partnership will ensure that the people who use SCL services are placed at the heart of what is delivered, for co-design of future services and for their honest feedback on how well these services are meeting their needs and expectations.

This partnership will also be governed by the **Southend 2050** values which are:

- Inclusive- we put people at the heart of what we do.
- Proud-we are proud to make lives better.
- Collaborative -we work together.
- Honest – we are honest, fair and accountable.

These values are supported by agreed behaviours that are:

- Driving positive change
- Trust and respect
- Demonstrating strong leadership
- Act with integrity and behaving responsibly
- Building relationships to work well together.

3. VISION

Southend Care's vision is to enhance the quality of peoples' lives, meeting the needs of the people of Southend by providing cost-effective high-quality and strength-based services that adapt to changing demands over time whilst applying best practice learning and innovation. Through the partnership SBC and SCL will forge a strong and productive relationship for mutual benefit, supporting the delivery of Southend 2050 outcomes and the objectives of specific long-term strategies. The partnership will set an example and be the benchmark for the way in which positive service impact can be delivered via a local authority trading company.

Southend 2050 is Southend's vision and ambition for the future. It was developed following extensive conversations with those that live, work, visit, do business and study in Southend. These conversations asked people what they thought Southend should be like in 2050 and what steps are needed now, and in the coming years, to help achieve this. The ambition is grounded in the values of Southend residents. It is bold and challenging and will need all elements of the community to work together to make it a reality.

The partnership between SBC and SCL will contribute towards the delivery of the five themes and 23 outcomes which are:

Pride and Joy-By 2050 Southenders are fiercely proud of, and go out of their way, to champion what our Borough has to offer.

- There is a tangible sense of pride in the place and local people are actively, and knowledgeably, talking up Southend.
- The variety and quality of our outstanding cultural and leisure offer has increased, and we have become the first choice English coastal destination for visitors.
- We have invested in protecting and nurturing our coastline, which continues to be our much loved and best used asset.
- Our streets and public spaces are clean and inviting.

Safe and Well -By 2050 people in Southend-on-Sea feel safe in all aspects of their lives and are well enough to live fulfilling lives.

- People in all parts of the borough feel safe and secure at all times.
- Southend residents are remaining well enough to enjoy fulfilling lives, throughout their lives.
- We are well on our way to ensuring that everyone has a home that meets their needs.
- We are all effective at protecting and improving the quality of life for the most vulnerable in our community.
- We act as a Green City with outstanding examples of energy efficient and carbon neutral buildings, streets, transport, and recycling.

Active and Involved- By 2050 we have a thriving, active and involved community that feel invested in our city.

- Even more Southend residents agree that people from different backgrounds are valued and get on well together.
- The benefits of community connection are evident as more people come together to help, support, and spend time with each other.
- Public services are routinely designed, and sometimes delivered, with their users to best meet their needs.
- A range of initiatives help communities come together to enhance their neighbourhood and environment.
- More people have active lifestyles and there are significantly fewer people who do not engage in any physical activity.

Opportunity and Prosperity - By 2050 Southend on Sea is a successful Borough and we share our prosperity amongst all of our people.

- The Local Plan is setting an exciting planning framework for the Borough.
- We have a fast-evolving, re-imagined and thriving town centre, with an inviting mix of shops, homes, culture and leisure opportunities.
- Our children are school and life ready and our workforce is skilled and job ready.
- Key regeneration schemes, such as Queensway, seafront developments and the Airport Business Park are underway and bringing prosperity and job opportunities to the Borough.
- Southend is a place that is renowned for its creative industries, where new businesses thrive and where established employers and others invest for the long term.

Connected and Smart- By 2050 people can easily get in, out and around our borough and we have a world class digital infrastructure.

- It is easier for residents, visitors and people who work here to get around the borough.
- People have a wide choice of transport options.
- We are leading the way in making public and private travel smart, clean and green.
- Southend is a leading digital city with world class infrastructure.

4. STRATEGIC OBJECTIVES

The objectives of the partnership align with the Southend 2050 agreed outcomes and lay the foundation for the foreseeable future of relationship. The objectives are to:

- **Develop and deliver a portfolio of services that meet the current and future needs of the people of Southend** and that *cannot / are unlikely to* be provided by private or voluntary sector providers i.e. where there is market 'failure' or a clearly identified gap in the needs identified through strategic commissioning.
- **Ensure there is a 'provider of last resort' for the CQC/Ofsted regulated provider market**, providing support to failing providers, thereby meeting SBC's market duty under the Care Act 2014
- **Promote quality assurance and improvement initiatives to the Southend care sector** by piloting and showcasing projects designed to support workforce development, creativity, and innovation across the Borough.
- **Support the financial sustainability and health of SBC and SCL** by encouraging enterprise thereby generating alternative commercial income.
- **Ensure services within the portfolio become increasingly more cost effective** in all key areas including workforce.
- **Ensure all service are rated by either CQC or Ofsted as 'Outstanding'**, becoming exemplars for the care marketplace.
- **Develop SCL as a transformation engine for delivering changes** which result in fit for purpose services that are strategically relevant for existing and future demands.
- **Support the South Essex Care and Health Trade Association (SECHA)** to become an effective voice for the adult social care sector.

5. PARTNERSHIP INDICATORS OF SUCCESS

The effectiveness of the partnership will be judged by the following indicators of success:

- The extent to which the partnership fulfils strategic commissioning needs. This is based on supporting the delivery of the recovery plans, longer term strategies and Southend 2050 outcomes.
- The extent to which the partnership supports the stability of the provider marketplace. This is based on the interventions that are made to support failing providers.
- The extent of the impact of improvement initiatives promoted across the Borough. This is based on new initiatives that bring about market change within the care sector.
- The extent to which the portfolio of services become benchmarks of value for money. This is based on a rolling programme of efficiency targets within services.
- The extent to which commercial income is generated through SCL. This is based on maximising the permitted 20% of income derived from non-SBC sources.
- The extent to which the partnership becomes an exemplar for service quality based on regulator 'Outstanding' ratings.
- The extent to which the Southend Trade Association becomes a voice for the sector. This is based on membership take up and the degree of influence exerted by the Association.

6. GOVERNANCE ARRANGEMENTS TO ALIGN INTERESTS AND EXPECTATIONS OF THE PARTNERSHIP

This partnership agreement will be supported by the following governance:

Shareholder Board-

this will act as the political driver for SCL and ensure that there is alignment between the political, strategic, and economic relationships between SBC and SCL. These meetings will be represented by the Chair and Managing Director of SCL, the Leader of the SBC and representatives of SBC members.

The **SCL Board of Directors** will be the decision maker with regard to all business decisions of the company (SCL).

Cabinet – this will act as the political driver and decision making body for SBC. These meetings are chaired by the Lead Cabinet Member.

Both the SCL Board of Directors and Cabinet can delegate decision making to other Boards but the above bodies retain the legal powers to make decisions regarding this Agreement and the contractual arrangements that underly them.

A partnership delivery board –

to provide strategic direction and oversight of the progress of the partnership and maintain healthy working relationships. This group will include senior representatives from SCL, SBC and independent members drawn from representatives of staff and service users and focus on the review of a joint delivery plan that will be agreed annually by all parties. Reports based on service user feedback as well as performance and quality indicators and will be drawn from individual services and amalgamated to form a single quality assurance report. There will also be a finance report. Meetings will be held quarterly.

Opportunity, Innovation and Modernisation Group –

a key part of maintaining a healthy working relationship is to encourage new opportunity, innovation and modernisation. This Group will support plans that enable the relationship to adapt and evolve over time in terms of service offers, ensuring that it responds to the social care landscape in a proactive way, and develops the role that SCL plays within the provider market. The group will be made up of representatives from SCL and SBC and will meet on a quarterly basis.

Contract review meetings

each service provided by SCL will have quarterly contract review meetings at which performance and quality information will be shared. There will also be a formal annual contract review at which any changes to the service model /staffing / performance and quality metrics will be agreed. Any changes will be recommended to the Partnership Delivery Board for a decision. All services will be subject to regular benchmarking and market testing to ensure that they fit with the principles of this Agreement and continue to provide value for money.

APPENDIX 1 - MILESTONE RECOVERY PLAN PRIORITIES

Safe and Well

- A move away from an over reliance on Residential care homes for Older People. This will mean a significant reduction in care home beds and a shift to Extra Care Housing and care at home. At the same time, there is a need to develop additional long-term care beds for nursing and complex dementia care.
- Further development of a comprehensive frailty service to include falls prevention and a stronger assessment element.
- A redesign of the short term reablement pathways and support models to get people back on their feet and reduce delays in accessing this support.
- Increased support for Admissions Avoidance to hospital including the efficient use of short-term beds for assessment of need
- Expansion of the current equipment service to include the use of Assistive Technology to prevent or delay long term care and reduce the risk of social isolation.
- Commissioning of homecare to be shifted from a provider and contract-based model to a 'community wellbeing team' model.
- An expansion of the Shared Lives service to include a wider range of people from across the Southend community.
- Implement a review of all Supported Accommodation in the Borough, to ensure it best meets the needs of adults ensuring clear pathways of support.

Active and Involved

- Roll out a comprehensive active ageing programme targeted at Older Adults particularly in the more deprived wards of Southend, with a focus on diet, exercise and weight management.
- Comprehensive coverage of vaccination campaigns to ensure Older People are better protected against diseases.
- An expanded volunteering programme to increase volunteer participation in communities of Older People across the Borough
- Reduce health inequalities between the best and worst performing wards in Southend
- Targeting Older People from BAME communities based on known increased health risks for their ethnic group e.g., diabetes.

Connected and Smart

- Giving adults access to equipment and high-speed broadband as well as the skills needed to access the internet to access benefits and employments as well as manage their health and wellbeing.
- Learn from current pilot projects in Southend to expand on the use of assistive technology and mainstream technology devices to benefit adults living across the Borough.