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**REPORT TO THE MEETING OF THE EXECUTIVE 6 DECEMBER 2022****PORTFOLIO: FINANCE****REPORT FROM ASSISTANT DIRECTOR, LEGAL & DEMOCRATIC****SUBJECT: CONTRACT MONITORING 2021/22****1 DECISION BEING RECOMMENDED**

- 1.1 That the contents of the report be noted.

**2 REASON/S FOR RECOMMENDATION**

- 2.1 To report the process and outcomes of contract monitoring for the Council's most significant contracts in terms of contract value and risk. The requirement for this report is set out in Section 22 of the Council's Contract Procedure Rules and follows recommendations from External Audit.
- 2.2 The need to monitor, evaluate and review contracts is highlighted within Section 5 of the Council's Contract Procedure Rules. Contract managers are responsible for ensuring that a proactive approach to contract monitoring is undertaken.
- 2.3 As part of the audit of the 2017/18 accounts the Council's current external auditors, Ernst and Young, asked for further assurance around the Council's business continuity arrangements in the event of a supplier failure (in light of the experience of Carillion) to ensure the Council can demonstrate financial resilience.
- 2.4 The Council's Contract Procedure Rules set out the process for managing contracts and are part of the strategy to ensure that the Council achieves Best Value in the way it spends money.
- 2.5 The management and monitoring of contracts, which is referred to in the Contract Procedure Rules and Procurement Strategy, are two different processes. The differences are detailed below: -
- Contract management is the day-to-day management of the contract, including negotiation, variations, ensuring compliance with the specification and terms and conditions and processing orders to enable invoices to be paid on time.
  - Contract monitoring is reviewing the contract supplier's performance against Key Performance Indicators (KPIs) and agreeing steps to improve performance where necessary.
- 2.6 The following training has been delivered as part of the strategy to ensure the procedure rules are adhered to:-

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- Contract Procedure Rules: To understand the need to meet public sector rules for procurement.
  - Financial Regulations: To understand the need for strict budgetary control over the Council's funds.
  - Contract Monitoring: To understand that the Council requires best value from its contracts and how to achieve this.
- 2.7 Initial contract monitoring training was completed and additional refresher sessions completed including joint sessions with Brentwood Borough Council. These sessions highlighted the principles of contract management and sound contract monitoring. This training is being followed up by the creation of an E-Learning course for all staff.
- 2.8 The Council's contracts should be monitored by the Contract Managers through good communication and attending regular meetings with the contractors. At these meetings contract performance against the Key Performance Indicators should be discussed and recorded, along with core items including safeguarding, health and safety and opportunities for efficiencies.
- 2.9 In order to confirm that the Council is getting the best value from its contracts, formal reporting of the outcomes of contract monitoring for several key contracts will be provided to Members on an annual basis.
- 2.10 For this year's report, and going forward, the reports will include both high value contracts and any contracts that are deemed high risk, as stated in Section 22 of the Council's Contract Procedure Rules.
- 2.11 The high risk contracts were determined by the Contract Monitoring Officers using a risk scoring matrix created by the Performance and Risk Team, which allowed officers to demonstrate how this decision was reached. This exercise will be carried out for any new or forthcoming contracts to ensure that all the necessary contracts are captured. Following this review Contract Risk Registers (CoRR's) for medium to high risk contracts are created and owned by each Contract Monitoring Officer and identify the risks and mitigation controls that apply to that particular contract. They form part of a continual review and are monitored at CLT meetings.
- 2.12 This report has been compiled to outline the process and outcomes of contract monitoring for the following contracts for the period April 2021 – March 2022.
- ICT;
  - Street Cleansing Services;
  - Waste Management Services;

- Leisure Management;
- Materials Recycling Facility;
- The Revenues and Benefits System;
- The Finance and Procurement System;
- Emergency Accommodation;
- Advice Services; and
- Responsive Maintenance.

- 2.13 The reports for each of these contracts can be found at Appendix A. The contracts were selected based on their high value or risk.
- 2.14 The contract reports provide information on the length and annual value of each contract, commentary on the actions taken to monitor the contracts and key performance indicators.
- 2.15 Key performance indicators should be regularly monitored and reviewed by the Contract Monitoring Officers to ensure they are still appropriate and challenging; the addition of new Indicators should also be considered following changes in service delivery, as appropriate.

### **3 ALTERNATIVE OPTIONS CONSIDERED**

- 3.1 Contract monitoring is a crucial process to ensure contracts are performing as per the specification; as such, there is no alternative.

### **4 RISK IMPLICATIONS**

- 4.1 Failure to effectively monitor contracts leaves the Council vulnerable to receiving sub optimal services and associated risk.

### **5 RESOURCE IMPLICATIONS**

- 5.1 Good contract management is about more than ensuring suppliers meet their contractual obligations. It can help to identify and manage suppliers' risks and achieve savings and continuous improvement throughout the life of the contract. As well as direct savings, effective contract management can achieve other financial benefits, including cashable and non-cashable efficiencies, avoidance of unnecessary costs, enforcement of penalty clauses and the sharing of additional income from growth. However, there are risks as well as opportunities and, if these are not managed effectively, they can contribute to supplier insolvency, service failure, or fraud, all of which could result in reputational and financial damage to the Council.

- 5.2 Managing contracts well requires specialist skills, including understanding costs and value, negotiating and procurement and commissioning processes. Initial contract monitoring training has already been completed to highlight the principles of contract management and sound contract monitoring, which includes a procurement toolkit to assist officers with the full process of monitoring their contracts.

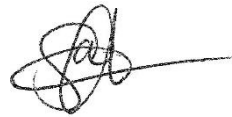
## **6 LEGAL IMPLICATIONS**

- 6.1 None arising out of this report. However, any breach of contract will be dealt with under the terms of each individual contract.

## **7 EQUALITY AND DIVERSITY IMPLICATIONS**

- 7.1 An Equality Impact Assessment has not been completed as no decision is being made.

CLT Lead Officer Signature: \_\_\_\_\_



**Angela Law**  
**Assistant Director, Legal & Democratic**

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### **Background Papers:-**

None.

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If you would like this report in large print, Braille or another language please contact 01702 318111.

## Appendix A

**ICT**

**Responsible Officer:** Sarah Bennett – Director of Customer & Data Insight

**Contract Monitoring Officer:** Sarah Bennett

**Contractor:** Jisc (Formerly Eduserv)

**Annual Contract Value:** £129,000.00.

**Length of Contract:** 2 Years + 12 months under the G-Cloud 12 Framework agreement.

**Contract Expiry Date:** 31/03/2023

**Responsible Officer's comments:**

Jisc are delivering an Azure Managed Cloud Service model to the Council. The annual contract value has decreased considerably over the last 2 years following the completion of migration works involving M365 and Azure and the exit of the datacentre at Equinix.

Jisc produce a quarterly performance report for 'Business as Usual' service desk calls which are not project related incidences. This also includes server related Performance Indicators.

These figures are for a 12 month period from September 2021 – August 2022.

		<b>Completed Within Target</b>	<b>out of Target</b>
Incidents reported to Jisc	133	121	12
Service Requests reported to Jisc	33	31	2

**Business Continuity**

Officer comments:

Due to the work which the ICT Team had been undertaking to move staff to Microsoft 365 prior to the Covid 19 lockdown we were able to move staff and Members to remote working ensuring that Rochford was able to provide its services to its public which fully tested our Business Continuity plan in the event that we were unable to work from the offices and giving confidence that we would be able to fulfil the agile/new ways of working as part of the 'Connect' Programme.

Risk of server failure is greatly reduced when application software is migrated to the Microsoft Cloud due to the cloud capacity being significant we will be able to switch to a new server without additional costs or time delay. MS Azure provides the ability to perform a restore from backup which is also tested quarterly by Jisc. SLA's are in place and documentation is held for 3<sup>rd</sup> party software providers and managed service providers.

Rochford's ICT and Jisc have completed work to improve the resilience of our infrastructure. Consolidation of our connections such as our WAN, DC and LAN plus an introduction of JANET were implemented in 2021 to ensure that a new fit for purpose support agreement is in place.

As the Azure Cloud Managed Services were procured through a G-Cloud 11 Framework should Jisc cease to trade there are a number of other providers on the framework who could provide a Managed Service.

### **Street Cleansing Services**

**Responsible Officer:** Marcus Hotten – Director of Environment

**Contract Monitoring Officer:** Caroline Bell - Street Scene Officer

**Contractor:** Suez Ltd

**Annual Contract Value:** £760,000

**Length of Contract:** 7 years + 7 years (+ 3 additional months)

**Contract Expiry Date:** 30th June 2022

**Responsible Officer's comments:**

The monitoring of the Street Cleansing Contract is undertaken by the Street Scene Officer. This is done through day to day liaison with SUEZ Environmental (with monitoring staff being based at the SUEZ depot) and through weekly operational and monthly performance meetings, held to discuss the delivery of the contract.

Weekly meetings with the Contractor are attended by the Senior Street Scene Officer, with monthly performance meetings having additional attendance from the Principal Street Scene Officer. The Contractor is represented by their Operational Manager and the Street Cleansing Supervisor.

Quarterly meetings of the Partnership Board are attended by the above, as well as the Director of Environment, Portfolio Holder for Environment and Contractor's Area Manager.

Agendas cover monthly reports from the Contractor (performance, finances, health and safety, innovation and planned further savings maintenance) reviews of current operational issues and other items as identified.

There is a significant variation of the contract that forms a seven year extension to the existing contract. The variation is an alteration of the street cleansing regime, and for Rochford to supply the vehicles required for the contract.

These variations have been captured in the Deed of Variation of the contract. There has been a number of savings made, associated with the Deed of Variation to the value of approximately £110,000 per year.

The contract price is set annually and is used to inform the budget required for the contract. The Purchase Order reflects the value of the contract.

It should be noted that performance has been impacted upon by Covid-19, with resource being prioritised to continuation of the associated waste collection contract.

Any other comments -

The current KPIs are under review, as the evolution of the contract under the Deed of Variation means that the original KPIs do not sufficiently capture the required performance of the contract.

Key Performance Indicator	April RAG	Year End Target	Year End Result
<b>Street Scene Contract</b>			
<b>% Of Streets Mechanically Swept as per schedule</b>	<b>R</b>	<b>99%</b>	<b>24%</b>
<b>Turnaround time on response and clear up of fly-tipping</b>	<b>A</b>	<b>1 working day</b>	<b>1.4</b>

#### Business Continuity

This is assessed and captured in the Service Business Continuity Plan (Reviewed 20/7/21), and the SUEZ Business Continuity Plan (27/1/22) submitted as per contract agreement. The latest continuity plan had been reviewed to reflect impact of Covid-19 & the handover to Rochford Norse.



### **Waste Management Services**

**Responsible Officer:** Marcus Hotten –Director of Environment

**Contract Monitoring Officer:** Caroline Bell – Street Scene Officer

Contractor: Suez Ltd

**Annual Contract Value:** £2,130,000

**Length of Contract:** 7 Years + 7 Years

**Contract Expiry Date:** 30th June 2022

**Responsible Officer's comments:**

The Contract essentially of collecting approximately 60,000 bins per week and disposing of the refuse/recyclates or compostables as directed,

The monitoring of the Waste Management Contract is undertaken by the Principal Street Scene Officer. This is done through day to day to liaison with SUEZ Environmental (with monitoring staff being based at the SUEZ depot) and through weekly operational and monthly performance meetings, held to discuss the delivery of the contract.

Weekly meetings with the Contractor are attended by the Senior Street Scene Officer, with monthly performance meetings having additional attendance from the Principal Street Scene Officer. The Contractor is represented by their Operational Manager and the Street Cleansing Supervisor.

Quarterly meetings of the Partnership Board are attended by the above, as well as the Rochford District Council Director for Environment, Portfolio Holder for Environment and Contractor's Area Manager

Agendas cover monthly reports from the Contractor (performance, finances, health and safety, innovation and planned further savings maintenance,) reviews of each of the trends in customer requests and other items as identified.

There is a significant variation of the contract that forms a seven year extension to the existing contract. The variation is mainly based around the Council supplying the vehicles required for the contract.

These variations have been captured in the Deed of Variation of the contract. There has been a number of savings made, associated with the deed of variation to the value of approximately £200,000 per year.

The contract price is set annually and is used to inform the budget required for the contract. The Purchase Order reflects the value of the contract

		target	April 22
Actual Missed Bins	A	200	157
Missed Bins out of SLA	A	50	48
Poor Bin Returns	A	100	63

New KPIs are being generated for each collection round and aggregated; this allows issues to be attributed to individual rounds, and therefore the ability to identify trends in service failure to specific crews and the ability to address behaviours.

#### Business Continuity

Officer comments:

This is assessed and captured in the Service Business Continuity Plan (Reviewed 20/7/21), and the SUEZ Business Continuity Plan (23/1/22) submitted as per contract agreement. Latest continuity plan had been reviewed to reflect impact of Covid-19, driver shortages, and transfer to Norse.

Further work is currently being undertaken to address HGV driver shortage through introduction of a driver retention scheme.

An interim-review of the BCP is now scheduled due to recent impact of service continuity regarding fuel shortage.

Current tender process for new contract award is being undertaken, once the outcome and award of the contract has been decided, an exit strategy for the current contract will be developed and agreed by both parties.

**Leisure Management**

**Responsible Officer:** Phoebe Barnes – Director of Assets & Investment

**Contract Monitoring Officer:** Mark Aldous – Senior Leisure & Cultural Services Officer

**Contractor:** Fusion Lifestyle

**Annual Contract Value:** £190,961.32

**Length of Contract:** 20 years, extended by an additional 3 years in 2020

**Contract Expiry Date:** 31<sup>st</sup> March 2025

**Responsible Officer's comments:**

Freight House, The Mill Arts & Events Centre and Castle Hall remained closed throughout this reporting period as per the recommendations in the reports to The Council's Executive in August and December 2020 aside from when The Mill was used as a COVID-19 vaccination centre between February and October 2021.

Clements Hall Leisure Centre reopened after an enforced closure as per Government COVID-19 legislation on 29 March 2021 for outdoor provision only and both Clements Hall and Rayleigh Leisure Centres reopened on 12 April 2021 in line with restrictions.

The monitoring of the Leisure Contract is undertaken by the Senior Leisure & Cultural Services Officer. This is done through day to day liaison with Fusion Lifestyle (Contractor), monthly and additional ad hoc site visits and 6-monthly site visits with a member of the Asset Management team.

Monthly meetings with the Contractor are attended by the Senior Leisure & Cultural Services Officer as well as the Director of Assets & Investment, as required. The Contractor is usually represented by their Business Manager and Business Development Manager.

Quarterly meetings are usually attended by all of the above in addition to the Contractor's Associate Director of Operations.

There have been a number of variations to the contract in the past with the Contractor and the Council working in partnership to deliver contract efficiencies.

As detailed in the leisure contract in the event that the Council is not satisfied with the level of service being provided by the Contractor and consider there to be a total or partial default of the service a warning notice can be issued.

Should a satisfactory reply not be received from, and appropriate action taken by, the Contractor further to receipt of the warning notice deductions can be made to the unitary charge for total or partial default of the service.

### Key Performance Indicators 2021-22

Key Performance Indicator	Year End RAG	Year End Target	Year End Result
<b>Leisure Contract</b>			
LPI001 Clements Hall Sports Centre visits		361,455	258,834
LPI002 Rayleigh Leisure Centre visits		69,147	73,901
LPI004 Freight House visitors - Percentage Occupancy	N/A	N/a	N/a
LPI005 Mill Arts and Events Centre visitors - Percentage Occupancy	N/A	N/a	N/a
LPI816 Health and Safety Audit		97%	97%
LPI817 Customer Satisfaction – Net Promoter Score		15	4
LPI818 Accidents per 10,000 visits		<3	2.4
LPI819 Planned Maintenance completed on schedule		100%	100%

**Leisure Centre visits**

In January 2021 the Council, in partnership with Fusion, made a successful application to the NLRF and was awarded £160,299. Fusion were required to submit their participation data as part of the terms and conditions of the grant. The reporting mechanism differed from their normal process and that on which the annual KPI target was set. Using the original reporting system participation would have been as follows:

Clements Hall Leisure Centre: 294,304

Rayleigh Leisure Centre: 87,715

The investment in the gyms referenced below will be key in driving future participation at both leisure centres and ensuring Clements Hall Leisure Centre meets annual targets in 2022-23.

**Net Promoter Score**

Net Promoter Score (NPS) measures customer experience. It is calculated through a single question using a 0-10 scale. How likely is it that you would recommend Fusion to a friend or colleague?

Scores of 9-10 – Promoters

Scores of 7-8 Passives

Scores of 0-6 Detractors

Subtracting the percentage of Detractors from the percentage of Promoters yields the NPS.

Key areas for improvement identified were group exercise programme, facilities and cleaning.

The Contractor continues to recruit instructors to allow growth of the Group Exercise programme.

The Contractor has invested in new state of the art gym equipment, spin bikes, the sauna, and a new studio floor at Clements Hall Leisure Centre. Additional investment was also made by Fusion in the plant room to service the swimming pools. The mainsports hall floor is also due to be replaced by the end of 2022.

They have also made investment at Rayleigh Leisure Centre which now also has brand new gym equipment.

This investment totals nearly £1m [c600K at CHLC and c300k at RLC].

Cleaning was directly addressed with Fusion by the Council and has resulted in new cleaning equipment purchased and cleaning schedules revised with an increase in cleaning hours. This will continue to be closely monitored.

The NPS for the first 5 months of 2022-23 currently stands at +16

#### Business Continuity

Council Officers continue to be in regular contact with Braintree District Council and Southend Borough Council who also have leisure operating contracts with the Contractor.

Mitigation against failure of the leisure operator will also continue as previously with any new contracts including a business continuity plan in the selection criteria.

**Materials Recycling Facility**

**Responsible Officer:** Marcus Hotten – Director of Environment

**Contract Monitoring Officer:** Caroline Bell – Street Scene Officer

**Contractor:** N&P Environmental (Novated from Viridor)

**Annual Contract Value:** Variable value of up to an estimated £600,000

**Length of Contract:** 17 months (+ 18 month extension)

**Contract Expiry Date:** 4<sup>th</sup> October 2024

**Responsible Officer's comments:**

Meeting with the contractor is undertaken every 6 months, in line with the price review period for the contract. Meetings with the Contractor are attended by the Street Scene Officer and the Director of Environment. The Contractor is represented by the Regional Contracts Manager.

The agendas covers the reports from the Contractor (performance, finances, health and safety, contamination and market trends) reviews of current operational issues and other items as identified.

The monitoring of the contract is undertaken by the Street Scene Officer. This is done through monitoring of the volumes of waste delivered and turned around usually based upon haulage delivery notes and cross referenced against tonnage delivered into the plant.

A monthly report is produced highlighting recycling performance data; including a breakdown of materials collected and contamination rates. A Health & Safety Report is also included. Monthly invoices are produced and validated against the report. Quarterly final destination data is provided to support submission of Waste Data to Defra.

These meetings are documented usually by confirming anything significant through a follow up e-mail.

The price of the contract is closely linked to the market value of recyclates. Therefore an estimate of the market value against volume of recycle is used to set an annual budget.

Key Performance Indicator	Year End RAG	Year End Target	Year End Result
<b>Health &amp; Safety Report</b>			
Monthly Waste Data report provided by 15 <sup>th</sup> of each Month	G	100%	100%
Accurate invoice provided Monthly	G	100%	100%

Performance Indicators reflect accuracy of elements of the audit trail, which is the key aspect of the sales related contract.

#### Business Continuity

The nature of the contract would afford time to consider novation of the contract if required, due to ability to stockpile re-cylate within the local waste transfer station. Although the recyclable waste is collected on alternate weekly basis, this is often 'bulked up' before transferring to the Material Recycling Facility in Kent. The local transfer station is sub-contracted to James Waste, and RDC would be able to directly approach James Waste if required. Alternative transfer facilities also exist at Stock Road industrial estate which the contractor is able to call on if required.

Viridor have disinvested from the Material Recycling Facilities across the UK, with the majority sold to BIFFA, the exception has been the sale of Crayford MRF, which was sold separately to N&P Environmental. The contract was subsequently transferred to N&P Environmental from the 1<sup>st</sup> of January 2022.



## **Academy Revenues and Benefits System**

**Responsible Officer:** Tim Willis, Interim Director of Resources

**Contract Monitoring Officer:** Pam Shepherd - Revenues and Benefits Manager

**Contractor** – Capita Business Services

**Annual Contract Value:** £125,018 per annum for the core contract plus £17,880 per annum for annual billing service (fixed for initial five-year term, then to rise by CPI)

**Length of Contract:** 5 years

**Contract Expiry Date:** end October 2025 and will continue thereafter on a rolling annual basis unless terminated by either party under the terms of the contract

**Responsible Officer's comments:** –

### **Background**

The Revenues & Benefits system is a Capita product called Academy; the software is a specialised product only provided by a limited number of suppliers. The product is used as a database for Business Rates / Council tax and Housing Benefit administration. Due to the legislative environment, frequent updates are required to the system. In addition, as part of the contract the Council has purchased Capita's end of year service which covers annual billing and end of year reconciliation.

The Council has used the Academy system for 20 years; this is not an unusual situation for Local Authorities since to change systems would be a lengthy and complex process taking in excess of a year to migrate. It is recognised that the lack of competition in the market and the disincentives to change provider does mean that there is limited scope for price negotiations.

### **Contract Management Arrangements**

Capita also have a helpdesk where day to day issues arising are logged and monitored to resolution

Quarterly meetings are held virtually between the Revenues & Benefits Manager and Business Support Team at Rochford and the Capita Managed Service Team. Discussions centre around any outstanding system issues that have been identified and logged via the helpdesk, product development and any other upcoming changes.

In addition ad hoc meetings are held virtually with the Capita Managed Service team as and when required to discuss any specific technical issues in detail.

Capita also now hold regular virtual national user group meetings to give updates on service standards and to advise of future developments. The Council also has an account manager who keeps the team informed of any updates between meetings.

The budget for maintaining the Academy system is monitored as part of the wider service budget monitoring process.

#### Business Continuity Arrangements

A full business continuity plan for this product is very difficult to achieve given the complexity, sensitivity and size of the caseload data stored within it, and the limited number of alternative providers for this service. Further resilience has been achieved now the Academy system has migrated to Capita's cloud; this includes a service level agreement for availability of the system to ensure business continuity.

Contingencies are in place for linked business continuity issues, such as remote working should offices be unavailable as we have experienced recently with COVID-19. Daily back-ups are taken by Capita; however, there is no business continuity plan in place for a total supplier failure. Should Capita cease trading the council would need to migrate to a new system, which would take some time to procure and therefore some service interruption would be inevitable.

**Finance and Procurement System**

**Responsible Officers:** Tim Willis – Interim Director of Resources

**Contract Monitoring Officer:** Lauren Quigley, Senior Procurement Officer and Carrie Cox, Finance Manager

**Contractor:** Access UK Ltd

**Annual Contract Value:** £40,797

**Length of Contract:** 3 years

**Contract Expiry Date:** June 2025

**Responsible Officer's comments: –**

Dimensions is the Council's main accounting system incorporating the nominal ledgers, debtors, and creditors functions. It is used by all members of the Finance team.

The Dimensions system was initially purchased in 2009 to replace the previous finance accounts system. The system was procured mainly on the basis of price as a number of other systems reviewed were outside of the council's available financial envelope.

The system was reviewed in May 2016 when Focalpoint was proposed as a purchasing system to integrate directly into Dimensions. It was agreed at that time that Dimensions remained fit for purpose and therefore that the procurement of Focalpoint as a complementary system made operational sense.

Focalpoint contains a link to the live Dimensions systems to allow staff access to live budget information. This ensures that staff are aware of their budget constraints and acts as a control mechanism as Focalpoint does not allow them to raise commitments in excess of their budget. Additional databases were purchased for the Council's trading companies and charity accounts, to allow the accountancy team to provide a service to external customers.

In 2021/22 Dimensions and Focalpoint were updated to the latest version of the system giving greater functionality. Additionally, modules have been purchased for credit control to aid debt recovery, and an invoice register for more efficient monitoring of invoices. Training is being developed for the latter to ensure that users understand this new functionality.

Members of the Finance Business Partners and Procurement teams regularly work together to ensure that both systems work efficiently, including attending meetings with the relationship manager for the Access contract. Within these meetings

performance of the systems, areas of improvement and pricing are discussed, alongside any issues or concerns raised. Any meetings that take place will be followed up by an email which details both parties' actions.

Currently meetings are only held when there is an ongoing or unresolved issue with either of the systems; these allow the Council to ensure the relevant support is provided to resolve the problems as quickly as possible.

For both systems there is access to a helpdesk which is able to assist with technical issues. The quality of helpdesk support is currently not to the level that would be expected, with queries only being dealt with if they are easy to resolve. This is monitored and escalated to the Accounts Manager if necessary. This is assisted by the IT department who allow Access to remotely log-in into the Council systems and servers if required, to resolve any issues.

The annual budget for both systems is for the licences and support. They are annually increased in line with indexation which is agreed in the contract. If there are any queries on fees, they are challenged by the Contract Monitoring Officers, in advance of the annual renewal date.

#### Business Continuity

Both Focalpoint and Dimensions are now hosted remotely by Access meaning they are accessible from any web browser without relying on the council's internal servers.

If there was any system failure with the Focalpoint system only, then Dimensions can be used to provide an ordering service in the short term. This still ensures that budgets are committed, orders are sent to the suppliers, and invoices can be paid in line with our terms.

However, if Dimensions is unavailable there is no secondary means for administering the council's financial processes; therefore, some disruption would be inevitable.

If Access as a company were to cease trading, then a new finance and procurement system would need to be procured, this would take a number of months. In the meantime, we understand that the system would continue to be available until the expiry date of the licence; however, it would be unsupported.

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## **Emergency Temporary Accommodation Framework**

**Responsible Officer:** Jeanette Hurrell – Housing Options Team Leader

**Contract Monitoring Officer:** Michelle Flowers – Housing Options Homelessness Officer

**Contractors:** District/Out of District accommodation providers

**Annual Contract Value:**

**Length of Contract:** 3 years plus 2 x 1 year extensions.

**Contract Expiry Date:** 2023 plus 2 x 1 year extensions.

**Responsible Officer's comments:**

The current contract is under review and it is anticipated that this will be reprocured to meet the full requirements.

The Homeless Reduction Act prevention duties means that the use of emergency temporary accommodation under this framework remains relatively low.

When clients are placed at the accommodation, weekly if not daily, conversations and monitoring is carried out by members of the housing options service. These are dependent on the needs of the clients and the level of information that needs to be shared with the accommodation provider.

Outcomes of monitoring are recorded electronically case by case and all cases are signed off by the senior Housing Options officer. The Senior Officer will carry out a further audit of all cases.

The accommodation providers have and continue to work flexibly with the Housing Options team. All KPI's have been met and no formal interventions/variations have been necessary to date.

The ongoing limited availability of affordable housing options means that there will continue to be an ongoing need for this framework, be it a continuing reduced reliance.

**Business Continuity**

In the event that accommodation was not available, efforts would be made to find accommodation with client's family, friends, other local providers and authorities.

The difficulty that may arise is that it is likely that this alternative accommodation could only be used for a short period. The budget pressure would be significant to meet this need and the impact for clients high.

Previous pan Essex exercises have confirmed the view that there is insufficient housing available, and insufficient trained officers to process and support families, in the event of a homeless emergency. The results confirmed the lack of available housing, but in addition showed a complex mix of type, availability, location and seasonality that would place even greater pressures on the management aspects.

This remains an ongoing live workstream for both the Essex Resilience and Housing Groups.

### **Citizens Advice Contract**

**Responsible Officer:** Tracey Lilley, Director of Communities & Health

**Contract Monitoring Officer:** Kelly Redston – Strategic Partnership Officer

**Contractors:** Citizens Advice South Essex

**Annual Contract Value:** £70,000

**Length of Contract:** 2 years plus x 1 year extension

**Contract Expiry Date:** 2024 plus x 1year extension

**Responsible Officer's comments:**

The Advice Services Contract is part of the Council's current provision to ensure that the general advice needs of residents are met. Demand for free to end user advice remains high in Rochford District, particularly in relation to debt, housing, money advice, employment and relationship and family issues.

Funding a general advice service provides support that can help residents prevent an escalation of health, care and housing needs, which in turn reduces the likelihood of them requiring more intensive and costly support in a crisis. Advice Services provide crucial triage support to both the Council's housing and benefits services.

CASE have and continue to work flexibly with RDC and partners across the health and well-being system to meet existing and emerging needs of our residents. All KPI's are being met and outcomes and monitoring are shared quarterly at contract meetings.

There is increasing pressure on the advice system across Essex, this conversation is being led by Essex County Council to ensure Advice Services are able to extend the support offer to respond to the Cost of Living Crisis. This is an ongoing system conversation with Essex CC, districts and advice service providers to ensure needs are clearly identified and provision is in place.

**Business Continuity**

In the event that CASE was not available to provide services, efforts would be made to find alternative advice provision with partners including Essex CC.

**Responsive Building Maintenance Contract**

**Responsible Officer:** Phoebe Barnes – Director of Assets & Investment

**Contract Monitoring Officer:** Darren McLoughlin – Senior Property & Asset Officer

**Contractor:** ACL

**Annual Contract Value:** £120,000 estimated (please see comments below)

**Length of Contract:** 3 years, extended by option of plus one plus one year.

(Up to 5 years if required)

**Contract Expiry Date:** 2 April 2023

**Responsible Officer's comments:**

The Responsive Building Maintenance Contract is monitored day to day through the Asset Management Team. It is a well exercised contract proving best value and demonstrating a reliable service from the current contractor ACL.

A contract management meeting was last held on 30<sup>th</sup> March 2022. This will continue to run annually with agenda items covering:

**Health & Safety Performance**Active Monitoring

- Operational health and safety issues
- Findings of completed inspections (ACL & RDC)
- Action taken to prevent reoccurrence / Non-compliance.

Accidents, Incidents and Near Misses (Reactive)

- Details of AINMs which have occurred, and the action taken to prevent reoccurrence.

Sickness

- Identify health and safety related concerns (Manual Handling (MSDs), Covid-19, Stress)

Sub-Contractors

- % of work sub contracted
- Procedure for assessing competency



<u>H&amp;S Training</u>  - ACL induction process
<b>Specific Site Projects</b>
<b>Complaints</b>
<b>Insurance</b> (Evidence submitted of current PL and Employer's Liability)
<b>Payments</b>  <b>Processed within 28 days of invoicing</b>
<b>Any Other Business</b>

The Council works closely with the Contractor to provide responsive building maintenance work, including general building, plumbing & electrical works.

The Contract runs from 3 April 2020 for a period of three years with the option to extend one year plus one further year and let on the basis of a fixed price for labour and materials. During the term of the Contract, buildings may be added or removed from the Contract, three months' notice will be given for any alterations.

### **Limitation of Working Hours**

The Contractor is aware that buildings will be in use and the following restrictions to working will apply:

- Although access/works are acceptable during normal office working hours a caveat to ensure the occupants are able to fulfil their tasks is essential. Therefore, drilling and noisy works will be extremely limited. Access will be available from 7.30 to approx. 18.00 Monday to Friday and access Saturday and Sunday can be arranged.

- Working outside normal hours will only be as arranged with the officer in charge of the premises, who is Darren McLoughlin.

**Timescales for Carrying Out Works**

Normal works – 1 working week

Emergency works- 2 hours

Rectification – 2 working days

Emergency works are works required where risk of injury to people or damage to a building is imminent. Normal works are where no risk of injury to people or damage to buildings is foreseen. The Authorised Officer will determine the category and advise the Contractor of their required attendance.

Should non-stock materials be required to complete the works, the assessment must be completed within the above timescales and works completed within 1 working week. For Emergency works where non-stock materials are required the Contractor is expected to make safe and return within an agreed timescale with the Authorised Officer.

**Method Statement**

Where appropriate, The Contractor may be asked to provide a written method statement to the Authorised Officer prior to the commencement of any site works. Sufficient notice to be given to enable the Authorised Officer to consult with HSE if necessary, and for any formal consent to be obtained regarding the methods to be used.

**Maintenance of Existing Live Drainage, Water, Gas and Other Mains or Power Services etc.**

Protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables etc., during the execution of the Works. The Contractor is to make good any damage due to any cause within their control at their own expense or pay any costs or charges in connection therewith.

**Inspection of the Works**

The Contractor shall allow for affording to the Authorised Officer every facility to examine the work before, during and on completion.

**Contractors Equipment**

The Contractor shall be aware that they are required to provide a statement to confirm that all equipment that is to be utilised by the Contractor's workforce and any sub-Contractor is the subject of a current certificate of compliance with any relevant legislation that may apply for the duration of the Contract period.

**General Facilities and Obligations**

The Contractor shall provide the following as required:

- i. Plant, Tools and Vehicles.
- ii. Scaffolding.
- iii. Site administration and security.
- iv. Transport of work people
- v. Protection of the Works from inclement weather.
- vi. Protection of furniture, fittings or apparatus left in existing property.
- vii. Water for the Works – The Contractor shall provide water for the works but is offered the use of the existing supply by the establishment (without guarantee of availability or continuity). All charges are to be negotiated with and paid to the head of the establishment.
- viii. Lighting and Power for the Works – The Contractor shall provide lighting and power for the Works but is offered the use of the existing supply by the establishment (without guarantee of availability or continuity) in which case he shall transform down to 110 volts centre tapped. All charges are to be negotiated with and paid to the head of the establishment.
- ix. Temporary roads, hard standings, crossings and similar items.
- x. Signals required by traffic regulations.
- xi. Safety, Health and Welfare requirements for work people.
- xii. Disbursements arising from the employment of work people.
- xiii. Maintenance of public and private roads.
- xiv. Removal of rubbish, protective casings and coverings, and cleaning works on completion.
- xv. Adequate provision for drying the Works.
- xvi. Temporary fencing, hoardings, screens, fans, planked footways, guardrails, gantries and similar items.
- xvii. Adequate control of noise, pollution and all other requirements necessary to meet statutory requirements.
- xviii. Temporary support to structures as they are erected and to existing buildings.

**General Attendance on Nominated Sub-Contractors**

General attendance on nominated sub-Contractors, shall include the following:

- i. Use of the Contractor's temporary roads, paving and paths.
- ii. Use of the Contractors' standing scaffolding.
- iii. Use of the Contractor's standing power operated hoisting plant.
- iv. Provision of temporary lighting and water supplies.
- v. Clearing away rubbish.
- vi. Storage of sub-Contractors plant and materials.
- vii. Use of the Contractor's mess rooms, sanitary accommodation and welfare facilities.

There have not been any recorded unacceptable performances since the start of the current contract.

ACL are reliable and provide a timely service to all emergencies and urgent requests in time with the contract KPI's

It is considered appropriate to extend the contract a further year from the end of the current three years that have now passed.

During the COVID pandemic the Council gave permission to continue building maintenance operations as usual adhering to Government Guidance.

ACL developed a comprehensive set of policies that adhered to Government Guidelines and continued to provide a reliable service, submitting Method Statements and Risk Assessments approved by the Asset Management Team on behalf of the Council.

The Contractor provides a daily service to the Council through the contract and also delivering a number of projects where won through competitive quotation.

These includes projects such as re-decoration of The Old House through to external repair and maintenance and internal redecorations at The Mill Hall Arts & Events Centre. These projects have been delivered within acceptable timescales and for a competitive cost while able to meet the demands placed under the responsive maintenance contract.

Quarterly meetings with the Contractor are usually attended by the Senior Building Services Officer and Building Services Officer and when required include the Senior Property & Asset Officer.

The Contractor is usually represented by their Director.

Invoices are received monthly and reviewed for variations ahead of processing for payment.

As detailed in the Building Maintenance contract in the event that the Council is not satisfied with the level of service being provided by the Contractor and consider there to be a total or partial default of the service a meeting will be held and service reviewed for improvement. If necessary a warning notice can be issued and if service continues to deteriorate there is a mechanism to terminate the contract.