

CABINET

15 February 2021

Title: Procurement of All-Age Care Technology Service	
Report of the Cabinet Member for Social Care and Health Integration	
Open Report	For Decision
Wards Affected: All	Key Decision: Yes
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Accountable Director: Chris Bush, Commissioning Director, Care and Support	
Accountable Strategic Leadership Director: Elaine Allegretti, Director of People and Resilience	
Summary: Care Technology is revolutionising the way care and support for vulnerable people can be provided. The Council's ambition is to adopt a new approach to the way Care Technology is delivered to eligible service users to support our objective of being a national leader in this area. Given the significant opportunities this presents for the Council, there is considerable corporate and political backing to successfully transform and mainstream the Care Technology service in order that it forms an integral part of our care and support offer. The Council's Care and Support services, like most other areas, are facing significant demand pressures. Given the composition of users within the existing service, the initial emphasis will be upon people who are eligible, under the Care Act, for social care with later steps then seeking to apply a broader application, including people with special educational needs and disabilities (SEND) and other groups for whom timely intervention may avoid or delay the need for social care support and improve their independence and wellbeing. Once achieved, a transformed Care Technology service has the potential to be: <ul style="list-style-type: none">• Truly life changing for our service users and their families, improving access for groups who traditionally have had limited access to Care Technology.• Delivering better outcomes for service users who will value the service and identify the positive impact upon wellbeing and independence.• A smooth and responsive experience for our Social Workers, Occupational Therapists, and other referrers.• A more cost-effective service than our current service, with an ability to clearly evidence the financial impact of the service, down to an individual level, as alternative solutions reduce our reliance upon traditionally costed solutions. Financial benefits will be from both existing service users for whom new solutions	

are introduced at review and new entrants to social care support for whom costs will be mitigated and avoided.

- A more flexible service that will be able to develop as new innovative opportunities emerge and our health partners progress further with their offer.

The Council is working hard to deliver services, achieve efficiencies and improve provision, whilst under significant budgetary challenges. Currently, there is no systematic tracking of the benefits of Care Technology within the existing Careline provision, either at an individual level or across the service. This applies to both financial benefits and outcomes for service users. As a result of this, there is no visibility for senior leadership or elected Members of the contribution Care Technology makes to service targets or the Medium-Term Financial Strategy.

This also limits the ability to win support for Care Technology and raise its profile across LBB and partner organisations more broadly; or promote a compelling self-pay offer for residents that do not yet have eligible needs. The new service will need to address these issues, ensuring that benefits monitoring is integral, capturing both cashable and non-cashable benefits and developing this approach as the service evolves.

Having conducted a detailed review of the current service earlier in the year Care and Support Commissioning have concluded that for the Council to achieve its ambition change is required.

Recommendation(s)

The Cabinet is recommended to:

- (i) Approve the procurement of an Innovation Partner for the management and delivery of an all-age Care Technology solution to the residents of Barking and Dagenham, in accordance with the strategy set out in the report; and
- (ii) Delegate authority to the Director of People and Resilience, in consultation with the Cabinet Member for Social Care and Health Integration and the Director of Law and Governance, to award and enter into the contract and any extension periods with the successful tenderer, in accordance with the strategy set out in the report.

Reason(s)

To accord with the Council's Contract Rules and assist the Council in achieving its priority of 'Prevention, Independence and Resilience'.

1. Background

- 1.1 '*Care Technology*' is defined as the use of convenient, accessible, and cost-effective technological and/or digital products or services that allow people to monitor their own (or someone else's) health and wellbeing, better self-manage their own health including long-term conditions, perform tasks they would otherwise be unable to do and/or increase the ease or safety with which tasks can be performed.

- 1.2 The Council has a clear ambition to increase digital enablement of residents and to look at Care Technology becoming central to the delivery of services in the future to help meet improved service user outcomes and the Council's strategic priorities.
- 1.3 The enhanced implementation of Care Technology can support the Council to meet its duties under the Care Act 2014 and it can play an increasingly important role in delivering against the vision and priority themes of the Joint Health and Wellbeing Strategy and our wider Corporate approach to digital transformation. It also aligns with the strength and asset-based service delivery model and practice framework for Adults' Care and Support.
- 1.4 A transformed Care Technology service is central to driving this work and has the potential to underpin and facilitate a range of wider service transformation initiatives, including the Improvement Programmes which cut across Care and Support.
- 1.5 There is a clear need to increase the pace and reach of Care Technology and digital solution in the Borough to deliver:
 - Improved outcomes for a greater number of service-users.
 - A better experience for care and health practitioners.
 - Financial benefits for the Council and the local care and health economy.
- 1.6 Since 2010, LBBB commissioned Careline (Elevate) to deliver its Care Technology service to residents. The service has approximately 2,500 users, around 80% of whom just have a basic 'button and a box' pendant alarm. Around a third of current users reside in Sheltered Accommodation. Careline transferred back to LBBB on 1 February 2020, under the Customer Contact service area as part of the first phase of the Elevate repatriation.
- 1.7 The current Careline service is unable to support the Council's ambitions for Care Technology. This has been illustrated through a comprehensive external service review, in addition to benchmarking activities drawing insight from the PA Argenti Pathfinder project, national best practice reviewed by Care City and engagement activities undertaken with operational colleagues.
- 1.8 We are clear that what is needed to achieve our ambition, whilst providing an excellent service and outcomes to service users, referrers and to the Council, is an approach that delivers:
 - **Transformation:** To transform the Care Technology service so that care practitioners can quickly, easily, and simply refer for Care Technology. This will include designing a pathway that integrates seamlessly into care and health practitioner ways of working so referring for Care Technology does not unduly impact practitioner time and capacity.
 - **Culture change and engagement:** Lead a programme of culture change and engagement to embed Care Technology as part of the 'first offer' in Care and Support, aligning it with the Council's strengths-based approach to social care.
 - **A benefits framework:** Co-design and embed a robust approach to measure the financial and non-financial benefits of the service. Benefits will specifically deliver against enhanced prevention and earlier intervention, impacting upon social care demand and improved wellbeing, independence, and choice for local people.

- **Governance:** Establish strong governance arrangements for the service that draw in necessary strategic input, including the development of a strategic relationship management plan and overseeing spend and benefits delivered.
- **Service development:** Build strong strategic relationships across the system, identifying opportunities for Care Technology to play a greater role in supporting better outcomes for service users, the Council and system partners.
- **Innovation:** Constantly striving to develop the Care Technology proposition so that new emerging technologies are rapidly deployed where there is an identifiable benefit for the service user and the Council.

1.9 The Council wants technology to drive a transformation that results in sustainably lower costs of care and support whilst enhancing quality.

1.10 It is therefore the case that we are not merely seeking a 'supplier' but an Innovation Partner to work with us collaboratively and in a joint enterprise that can provide support and advice to deliver across a range of Care Technology areas to achieve and sustain the level of change necessary and at the pace required.

1.11 This is considered the most appropriate way to deliver the step change required and capitalise on opportunities available to bring the best and innovative solutions the market can offer, through transforming culture and practice to grow the service and realise the potential savings available.

1.12 The response to Covid-19 has shone a light on the role that Care Technology can play for the wider health and care system. The global pandemic has been the catalyst to the step-change needed for the system to think differently about the role that technology must play in delivering safe, effective, and sustainable services.

1.13 In Barking and Dagenham, several digital initiatives were successfully mobilised during the response to Covid-19 to mitigate some of the key challenges including infection control, and the associated social isolation caused by visiting limitations in Care Homes. These projects were facilitated in isolation of the current service which proved insufficient in responding to the inherent challenges of the situation, inhibiting the Council's ability to deploy appropriate Care Technology and capitalise on the opportunities it presents.

2. Proposed Procurement Strategy

Outline specification of the works, goods or services being procured

Overview and context

2.1 The Council wants to work with an Innovation Partner to deliver the following three service elements, which will be described more fully in the final Service Specification, that make up the Care Technology service:

2.2 **Service Element 1** – Innovation and development of technology and/or digital services for Barking and Dagenham residents that complement their own support and networks. The Innovation Partner will include flexibility for new projects and technology which may arise throughout the life of the Contract.

- 2.3 **Service Element 2** – Establish and embed a ‘Technology First’ cultural change including a Care Technology Learning and Development programme.
- 2.4 **Service Element 3** – Manage and deliver the Core Service, including the supply, set up, monitoring and response of Care Technology, continuously improving and extending the range and use of technological and digital services and products to meet individually identified health and social care outcomes.

Care Technology Strategic Service Outcomes

- 2.5 The expected outcomes for the local health and social care system from providing the Services are as follows:
- Customers will be supported by a confident, knowledgeable, and skilled health and social care workforce, working creatively with Care Technology, to support wellbeing, choice, and independence.
 - The development of a ‘Technology First’ approach using Care Technology as the primary and default solution to meet health and social care needs.
 - To maximise the uptake of Care Technology across Barking and Dagenham through increasing the supply and application of Care Technology.
 - To continuously improve the Care Technology supplied to Customers and to work with the Council and to innovate and develop new Care Technology solutions.
 - Supporting the health and social care system to be able to better predict need and demand through improved intelligence derived from Care Technology.
 - To support the health and social care system to meet targets to improve health outcomes, reduce non-elective admissions, reduce delayed transfers, reduce the volume of home care delivered and reduce or delay admissions to care homes.

Service Element 1 - Innovation and Development

- 2.6 The Innovation Partner will identify opportunities to deliver financial and non-financial benefits through mainstreaming the provision of Care Technology in social care in community, residential and supported living settings. The Innovation Partner will ensure;
- 2.7 The Care Technology services provided are driven by the needs of the individual as part of a person-centered, seamless care approach to meeting health and care outcomes.
- 2.8 The Care Technology provided is up to date and includes emerging devices and equipment, which will mean being flexible, agile, and working with any number and range of Care Technology providers to innovate and develop services and projects over the Contract Period.
- 2.9 The Innovation Partner will build and maintain relationships and potential partnerships with technology suppliers/innovators in order that the resident is supplied with the most appropriate technology for their needs in the most cost-effective way.
- 2.10 The Innovation Partner will make use of the broadest range of technologies and digital solutions and will evolve to include lifestyle, environmental and health monitoring through a shift to digital technologies.

- 2.11 The Innovation Partner will negotiate the most competitive prices with suppliers of Care Technology products and services to ensure best value to the Council and will evidence this process as part of the contract monitoring process. The Council reserves the right to access Care Technology products and services independent of this contract.
- 2.12 The Innovation Partner will work with the Council and any third-party Care Technology providers to embed any associated products and services within the associated functions of this contract, including technical compatibility.
- 2.13 Care Technology will become data-oriented to proactively identify changes in a Customer's situation to enable proactive care and support to be delivered, including calls to remind service users to take their medication or to do other essential tasks including eating meals, drinking sufficient fluids, and keeping warm in cold weather in addition to calls to check the service user's well-being.

Digital switchover

- 2.14 The Innovation Partner will be expected to invest in digital/IP telephony in line with the telecommunications network that is undergoing a major shift from analogue and circuit-switched technology to packet-switched IP based next generation networks.
- 2.15 The Innovation Partner will be expected to ensure that Customers who rely on Care Technology will remain safe and that there is no discontinuity in the meeting of their assessed needs, and that calls to the monitoring centre and other forms of monitoring will not be at risk during the switchover period. That includes preparing Customers for the switchover and protocols and procedures to handle the transition process.

Service Element 2 – 'Technology First' cultural change

- 2.16 The Innovation Partner will work with the Council to deliver a 'Technology First' cultural change in the health and social care workforce, which will include, but is not limited to:
- 2.17 The development and delivery of a clear action plan for embedding and sustaining a 'Technology First' cultural change, for Health or Social Care Professionals and managers and other partners such as Home Care Providers.
- 2.18 The provision of on-site and remote Care Technology support for Health or Social Care Professionals who will be the main source of referrals including co-location of the Innovation Partner's team with Council and other stakeholders where appropriate.
- 2.19 Ongoing proactive communication, engagement and skills development with stakeholders including, but not limited, to local health and social care organisations, wider Council staff, local health and social care providers and voluntary and community groups.
- 2.20 The Innovation Partner will work with the Council to develop different mechanisms for promoting and providing information about Care Technology to residents of Barking and Dagenham. Approaches to be considered will be agreed with the Council, and might include, but are not limited to:

- Care Technology ‘mock-up’ demonstrations
- Local forum events (for example for end users, providers, carers)
- Social and other media promotion
- A public facing Care Technology website
- Awareness raising to specific groups of users, e.g. Carers

Care Technology Learning and Development programme

- 2.21 The Innovation Partner will deliver the Care Technology Learning and Development Programme throughout the whole Contract Period. This could be through formal / virtual training sessions, specific training sessions for teams and Team Manager briefings.
- 2.22 The objective of this ‘Technology First’ learning and development programme will be to reach and educate all health and social care practitioners who are potential Care Technology referrers, to ensure that there is a shift in operational practice and that the anticipated benefits of a ‘Technology First’ approach can be realised.
- 2.23 The Care Technology Learning and Development Approach will develop during the Contract Period and therefore the specific delivery requirements of the Programme in future years of the Contract Period will be reviewed at least annually, with any new Care Technology Learning and Development Approach being agreed between the parties.
- 2.24 The Innovation Partner will build and maintain relationships and potential partnerships with Care Technology suppliers/innovators in order that the training and development is up-to-date and includes new and emerging innovations that may be utilised within this Contract.
- 2.25 The Innovation Partner will build and maintain a working relationship with the Council’s Learning and Development Team to ensure that details about the courses promoted through the Council’s Learning and Development programme are correct and up to date in a timely manner.
- 2.26 The Innovation Partner will ensure that it has the processes and systems in place to enable the Council to monitor the quality of the on-going delivery of the Care Technology Learning and Development Programme through a variety of ways, including, but not limited to, feedback from delegates, by the investigation of complaints and by inspection of training resources and records for people receiving services as part of the Programme.

Service element 3 – Core Service; supply, set up, monitoring and response Care Technology service

- 2.27 The Innovation Partner will provide a fully funded Managed Care Technology Service to all eligible residents in the Borough. The Innovation Partner will transfer a minimum of c.2500 existing Care Technology users to the new service including both dispersed alarms (including c.300 existing private-pay clients) and those in Sheltered Schemes.

- 2.28 The Innovation Partner will undertake a review of each individual client and /or residential setting in conjunction with operational Social Care colleagues to determine suitability of existing solutions to inform ongoing maintenance, upgrade or decommissioning as appropriate, informed by current and predicted social care needs, cost, risk, and service equity.
- 2.29 The Innovation Partner will work with the Referrer to assess the type of Care Technology that would be suitable to enable the Customer to meet their assessed Individual Outcomes, taking into consideration any other health or social care services that the Customer is receiving.
- 2.30 Wherever possible, innovative technology and/or digital solutions should be identified as appropriate to the individual needs and Individual Outcomes for the service user. The Innovation Partner will have a trained workforce to achieve this with appropriate Social Care expertise.
- 2.31 The Innovation Partner may administer or support peripheral stores or stock supplies of specific Care Technology held in particular settings e.g., with hospital terms to support timely discharge.
- 2.32 The Innovation Partner will discuss the Care Technology options with the Customer and the Referrer to agree the actual Care Technology to be set up prior to the delivery and set up of any Care Technology.
- 2.33 The Innovation Partner will explain information sharing requirements as set out in the Data Protection Legislation and the benefits and risks of sharing information received by the Innovation Partner with the Council and/or health services and ensure any required consents for information sharing are agreed and signed by the Customer.
- 2.34 The Innovation Partner shall establish suitable protocols and plans for promptly alerting the service user's family and friends as well as certain bodies such as adult services of specified incidents. These plans shall be tailored to reflect the individual service user's needs and the wishes of the service user's family and friends.
- 2.35 Care Technology provided can be used by a diverse range of individuals in terms of technical understanding, disabilities, and where English is not the first language.
- 2.36 For those that do not meet the eligibility criteria for the Care Technology service, it is expected that the Innovation Partner will develop a private pay option to meet this need alongside other providers in the marketplace.
- 2.37 The Innovation Partner shall ensure that the Care Technology set up:
- Is fit for purpose, working properly and ready for installation.
 - Is appropriate and suitable for the Customer's needs and the environment where it will be used.
 - Conforms with the manufacturers' instructions and guidance in a way which ensures that it will function effectively and that it is adjusted or calibrated appropriately with a view to the sensitivity required by the Customer.
 - Complies with all relevant legislation, standards, and guidance.
 - Is installed to meet all relevant legislation, standards, and guidance.

Monitoring and response service

- 2.38 The Innovation Partner shall plan, manage, and operate a twenty-four-hour remote monitoring and response service, seven days per week, three hundred and sixty-five days a year, including bank holidays.
- 2.39 The Innovation Partner will use a combination of devices and data services to provide monitoring of Customers, as agreed with each Customer, to enable appropriate levels of response based on events, behaviour, patterns and anomalies.
- 2.40 The monitoring centre will respond proactively, but also reactively, to events, behaviour, patterns and anomalies that are monitored, through a combination of automated and human contact (as appropriate) and this may include:
- An initial technology-based response.
 - Contact with the Customer or a named contact.
 - A visit by a mobile responder.
 - An emergency response.
- 2.41 The proactive or reactive response by the Innovation Partner to events, behaviour, patterns and anomalies will be timely (to be agreed with the Council), appropriate and proportionate to the alert received. Responses to alerts will be recorded and will be reported to the Council in the way which is agreed by the parties. The Innovation Partner will respond fully to requests for information on responses as part of any safeguarding or other formal enquiry.
- 2.42 The monitoring centre handlers must be trained and knowledgeable to be able to monitor and respond to all alerts from Customers and to alerts raised by Care Technology supplied to Customers. This will include the process for responding to alerts from smoke/fire/heat alarms. They will also be able to offer proactive outbound calls where required to support Customer's independence and wellbeing.
- 2.43 To meet the needs of the Customer following an alarm call/alert, the Innovation Partner may need to utilise services or support that it does not provide itself, including technical support. To ensure that it can effectively do this, the Innovation Partner must ensure that it has good local contacts with other relevant local organisations across Barking and Dagenham as required or be able to contact other organisations within an appropriate timescale.
- 2.44 The Innovation Partner will provide a mobile response service suitable for all Customer requirements ensuring it is able to adequately deal with calls from residents from all disability groups, for example Customers with dementia, carers, sensory impairments and Customers whose first language is not English.
- 2.45 At all times when the Innovation Partner is in contact with Customers under this Contract, the Innovation Partner should be reviewing whether the individual is safe, as set out in the Pan-London Multi-Agency Safeguarding Policy & Procedures.
- 2.46 If the Innovation Partner believes there is a safeguarding issue or that there is a need for a change in the care or support needs of the Customer, the Innovation Partner must notify and work with the Referrer or through health and/or social care contact points to be agreed with the Innovation Partner.

- 2.47 The Innovation Partner will work with teams from the Council and NHS to develop a system to integrate the data held by the Innovation Partner within the Council's and NHS Case Management Systems or local, regional, or national records that the Council and/or NHS develop over the Contract Period, subject to the requirements of the Data Protection Legislation, Customer consent and a legal basis to do so.
- 2.48 Within the first Contract Year, the Innovation Partner will be using predictive analytics technologies to proactively identify changes in events, behaviour, patterns and anomalies that might identify a change in an individual Customer's situation. To support this, the Innovation Partner is also expected to explore how existing data from personal data stores can be analysed to support prediction and be used to improve the care provided. The Innovation Partner will work with teams from the Council and NHS to develop a process to proactively review and respond to any such predictive Customer situation changes.
- 2.49 When the Innovation Partner response involves referring a Customer to emergency services, the Innovation Partner will ensure appropriate data about the Customer can flow from the Innovation Partner to the relevant emergency service, subject to agreed processes, the Data Protection Legislation, appropriate consent, and a legal basis to do so.

Benefits tracking and realisation

- 2.50 The Innovation Partner will work with the Council to develop a Benefits Tracking and Return on Investment Monitoring Model for the Care Technology Service. The exact process and responsibilities will be finalised between the Innovation Partner and the Council within a maximum of six months of the Service Commencement Date.
- 2.51 Benefits tracked will be both financial and non-financial impacts of this Care Technology Service. Financial impacts will include:
- Cost savings: e.g. reduction in domiciliary care packages, reduction in residential care packages, step down from residential care, reduction in residential care fees; and
 - Cost avoidance: e.g. avoidance of higher cost care packages both in the community and in residential care, delayed entry to residential care and reduced non-elective admissions and timely discharge from hospital.
- 2.52 Cost savings and avoidance should apply to all age social care costs and wider health costs, and any assumptions used must be able to be validated by the Innovation Partner as cost savings and avoidance as a direct result of the Service.
- 2.53 Any financial benefits should be net of the Contract costs, which will be defined and agreed as part of the development of the Benefits tracking and Return on Investment Monitoring Model.
- 2.54 During the development of the Benefits Tracking and Return on Investment Monitoring Model, a series of cost savings and avoidance measures, Management Information and Performance Indicators will be agreed by the Innovation Partner and the Council and they will form part of this Contract.

Care Technology technical compliance

- 2.55 The Innovation Partner is expected to demonstrate continuous compliance of relevant UK and international standards in the provision of the Care Technology Services, for example Telecare Services Association (TSA) accreditation, CESOPS, ISO or equivalent throughout the Contract Period. This requirement will be reviewed during the Contract Period and may be amended by agreement of the Innovation Partner and Council.
- 2.56 The Innovation Partner will support industry best practice for interoperability including appropriate use of open standards and APIs and health Data, Information and Analytics standards.

Information Governance

- 2.57 In accordance with the relevant Information Governance clauses of this Contract, the Data Protection Legislation and the principles of information governance contained in the Health and Social Care Act 2012, the Innovation Partner will be responsible for managing its own information governance arrangements, including obtaining consent to sharing each Customer's personal information with the appropriate health commissioners and/or services and any other appropriate organisations and for publicising its privacy policy, information sharing policy and procedures.
- 2.58 The Innovation Partner is expected to comply with the right to data portability principle in the Data Protection Legislation that allows Customers to obtain and reuse their personal data for their own purposes across different services. They must be able to move, copy or transfer personal data easily from one IT environment to another in a safe and secure way, without hindrance to usability.

Data, Information and Analytics

- 2.59 The Innovation Partner shall maintain all the data required (including raw customer-level data) to enable it, as a minimum, to produce the Management Information. Subject to the requirements of the Data Protection Legislation, such data and the Management Information produced from it will be always kept up to date and held for the Contract Period and for a period of six (6) years thereafter.
- 2.60 The Council also reserves the right to access and use any raw data or information collected by the Innovation Partner from any Care Technology installed and monitored by the Innovation Partner, subject to the requirements of the Data Protection Legislation, Customer consent and legal basis to do so.

Estimated Contract Value, including the value of any uplift or extension period

- 2.61 The Estimated cost of the service to be Tendered is £4.2m over the proposed length of the contract of 7 years (5 + 1 + 1).
- 2.62 Along with the above cost, the service will be supported by capital funding for equipment and services which will be attributable to the care and support of individual service users.

Duration of the contract, including any options for extension

2.63 5 years for the period from the 01 October 2021 to 30 September 2026 with a two-year extension option to 30 September 2028 (one plus one, each to be activated with 12 months' notice).

Is the contract subject to (a) the (EU) Public Contracts Regulations 2015 or (b) Concession Contracts Regulations 2016? If Yes to (a) and contract is for services, are the services for social, health, education or other services subject to the Light Touch Regime?

2.64 Yes

Recommended procurement procedure and reasons for the recommendation

2.65 Competitive Procedure with Negotiation (CPN)

2.66 This is considered the most appropriate procurement route given the nature of this service. Whilst the Open Procedure may be the fastest and simplest route to award a contract, it allows no opportunity for negotiation. By contrast, the Competitive Dialogue is not considered to be appropriate in view of the extended time implications and increased ambiguity in structure. In view of this, Competitive Procedure with Negotiation (CPN) is considered to provide the right balance which enables the Council to set minimum requirements at the outset but maintain flexibility to undertake negotiations on all other aspects of the tenders, such as quality, quantities, commercial clauses, social, environmental, and innovative aspects.

Under the regulations CPN can be used in the following circumstances:

- The needs of the Council cannot be met without adaptation of readily available solutions.
- The goods, works or services include design or innovation solutions.
- The contract cannot be awarded without prior negotiation because of specific circumstances related to the nature, the complexity, or the legal and financial make-up or because of risks attaching to them.

Projected Tender Timeline

- ITT Published - April 2021
- ITT Bidders' Clarifications/Enquiries deadline - May 2021
- Tender Returns - June 2021
- Tender Evaluations - July 2021
- Contract Award - August 2021
- Mobilisation – September 2021
- Service 'go-live' - October 2021.

2.67 The contract delivery methodology and documentation to be adopted

The Council's standard contract terms with a clear specification for service delivery expectations against performance/ outcome indicators. The contract would include a no-fault clause termination with a 3-month notice period.

2.68 Outcomes, savings and efficiencies expected as a consequence of awarding the proposed contract

Benefits tracked will be both financial and non-financial impacts of this Care Technology Service and may include the following cost saving and cost avoidance measures:

- Reduction in domiciliary care packages
- Reduction in care home packages
- Step down from care homes
- Reduction in care home fees
- Reduction in supported living packages
- Avoidance of higher cost care packages both in the community and in care homes
- Delayed admission to care homes
- Avoiding short term admissions to care home delaying the need for the introduction of long-term care services
- Supporting family/informal carers
- Reducing the use of primary and community care resources
- Reducing the number of delayed transfers of care and their length
- Reducing the number of unplanned hospital admissions/readmissions
- Reducing the number of emergency ambulance call-outs and unnecessary A&E presentations

2.69 Criteria against which the tenderers are to be selected and contract is to be awarded

The price/quality ratio upon which the contract will be awarded will be 40% price, 50% quality and 10% social value.

2.70 How the procurement will address and implement the Council's Social Value policies

Improving and enhancing the independence and resilience of residents is at the core of this service.

The social value scoring will be allocated 10% percent of the overall score available. We will ask potential providers to submit details of how they will employ staff locally and if the London Living wage will be paid to staff members. Additionally, the service will be required to work with local partners relating to this field including Barking and Dagenham College and Care City CIC as an innovation centre for healthy ageing and regeneration.

2.71 Contract Management methodology to be adopted

The contract will contain specific service requirements and expected outcomes. Key performance indicators will be outlined in the service specification and agreed with the provider. Commissioners will undertake performance management of the service.

Robust governance arrangements for the service will be implemented that draw in necessary strategic input, including the development of a strategic relationship management plan and overseeing spend and benefits delivered.

Contract monitoring meetings will take place fortnightly for the first 3 months and then monthly for the remainder of the first year of the contract to review performance reports and contribute to the continuous development of the service. In addition, quarterly reviews will be required to be completed by the provider, to include feedback on contract outcomes.

3. Options Appraisal

- 3.1 LBBDD engaged the Society for Innovation, Technology and Modernisation (SOCITM) to conduct two packages of work: a joint strategic review of the existing service provided by Careline, and an assessment of potential alternative service models for future deployment in LBBDD. This review enabled the current service to be assessed against the ambitions of the Council and has provided valuable insight from an independent and objective outside body with significant expertise in the field.
- 3.2 The evidence and insight produced through this review has been considered in conjunction with the operational learning from the PA Argenti Care Technology Pathfinder which ran in 2019, in addition to national best practice reviewed by Care City and engagement activities undertaken with operational colleagues. The key principles through these activities were consolidated into an assessment criterion as follows.
- Supports Barking and Dagenham's strategic and operational direction (i.e., Joint Health and Wellbeing Strategy, Care and Support Improvement Plans)
 - Enables residents to determine the support they need to meet their individual needs from a VFM service
 - Prioritises ongoing social care funding based on vulnerable populations
 - Complies with Barking and Dagenham's safeguarding policies with a clear understanding of the council's responsibilities and liabilities
 - Enables Barking and Dagenham social workers to directly recommend solutions they believe will improve the overall wellbeing of residents
 - Provides access to fit-for-purpose technology and best practice, innovative Care Technology services

Option 1: Develop and improve current service model

Whilst this is a viable option and has the benefit of keeping full control of the operational and strategic parts of the service within LBBDD, there is significant work to be done to fill the significant competency gaps relating to data analysis, social care and technical expertise. Consequently, this option is highly likely to turn out more costly than other options, whilst limiting the flexibility to adopt new innovations.

Option 2: Outsource monitoring element only

This is a less viable option. Any potential costs savings would be outweighed by the complexities of a mixed in-house / outsourced model. This option has the potential to undermine accountability and be confusing for professionals and residents with multiple service providers end-to-end. This could also contribute to an increase in confusion when managing high risk responses.

4. Waiver

- 4.1 Not applicable.

5. Consultation

- 5.1 Engagement activities with residents have been undertaken directly through the reviews conducted by Healthwatch, SOCITM, Care City, and 'Breezie' which support the procurement for an Innovation Partner. We have also looked toward other councils through case studies to support engagement with groups outside our usual Care Technology remit, such as those with learning disabilities.
- 5.2 We will also continue to consult with stakeholders, service users and the Council to help develop the service, to ensure that the nuances of individual user's experiences are heard. We wish to use future service user and stakeholder feedback to inform operational decisions undertaken on behalf of service users by the Innovation Partner. Throughout the procurement we will ensure that the Partner will engage with stakeholders through demonstrations within the community, local forum events and promotional exercises to raise awareness to stakeholders and future service users.
- 5.3 The proposals in this report were considered and endorsed by the Procurement Board at its meeting on 14 December 2020 and Corporate Strategy Group on 21 January 2021.

6. Corporate Procurement

Implications completed by: Euan Beales, Head of Procurement

- 6.1 The Councils Contract Rules require all spend over £50,000 to be formally tendered and spend over £500,000 to be ratified by Cabinet.
- 6.2 The service requirements detailed in the paper are fairly complex and as such the routes to market being appraised are Open tender where the Council is confident it can outline the requirements in enough detail to warrant a cost effective procedure whilst delivering the required outputs. All bidding tenders must be evaluated with a successful bidder being awarded after being evaluated on cost, quality, and social value.
- 6.3 In the event that this process could not, or did not provide a successful response, then the Competitive Process with Negotiation (CPN) may be used to outline a core set of requirements with the option to refine and negotiate based on the revisions, but with all bidders being treated the same and fairly in terms of the negotiation.
- 6.4 Based on the detail in the report, the routes to market are acceptable and would be compliant with the current legislation, but it is accepted that the final route still needs to be decided through delegation. The recommendations in my view should be approved on this basis.

7. Financial Implications

Implications completed by: Murad Khan, Group Accountant

- 7.1 This paper is requesting to undertake a procurement exercise for the appointment of an Innovation Partner for the management and delivery of an all-age Care Technology solutions to the residents of Barking and Dagenham.
- 7.2 The contract would be for a period of 7 years costing approx. £4.2m in total at around £600k per annum.
- 7.3 There is budget available to fund this in the form of £160k of available revenue budget within the Disabilities services and £440k to be received from Customer Contact which is the anticipated budget contribution after savings have been made to the current Careline service, that will be replaced by this new contract from October 2021.
- 7.4 There remains a small risk of staff redundancies which in a worst-case scenario could cost up to £150k, however this is potentially a cost to corporate reserves rather than the service.
- 7.5 All or some of this redundancy cost maybe mitigated if TUPE can be agreed with the new provider, but it is unlikely all staff will TUPE across as the new provider may not require all the current staff and/or there may be a skills gap which would require specialists or re-training.
- 7.6 The successful application of the new Care Tech service would need to be supported by a sizeable capital budget in the region of circa £0.5 to £1.5m to fund the actual equipment costs once clients are assessed to be in need of them, however it should be noted that this figure is controllable on our side by how much we provide, how we stagger the demand and how we prioritise our upgrades.
- 7.7 There is significant evidence, benchmarking data and financial modelling that shows the use of Care Technology does bring with it cost savings and avoidance, which should benefit a significantly under pressure care and support budget. The savings would be in the form of care package step downs which would be clear bankable cost savings, and the prolonging of someone's independence or need for care which would be cost avoidance.

8. Legal Implications

Implications completed by: Ian Chisnell, Major Projects Solicitor

- 8.1 The Council has power to enter into these arrangements under S1 of the Localism Act 2011 and an obligation to provide some of the services under s1 of the Care Act 2014 in promoting an individual's wellbeing.
- 8.2 The value of the contract is currently above the threshold for services under the Public Contract Regulations 2015 and will require tendering under those regulations and the Council's Contract Rules in its Constitution. As it is likely that the procurement will commence after 31 December the procedure set out in The Public

Procurement (Amendment etc.) (EU Exit) Regulations 2020 SI 1319 will need to be followed.

- 8.3 The report refers to the use of personal data and any contract will need to make provision for the processing of personal data in accordance with the Data Protection Act 2018 and the Health and Social Care Act 2012.
- 8.4 It appears that some of the staff currently engaged on the current contract for these services work exclusively on this contract and it is likely that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended). That means that current staff may transfer to the new contractor and there will need to be negotiations with the staff concerned prior to such Transfer. Although the staff are not employed by the Council, the Council will need to have regard to this in considering the pricing for the contract and ensure that there are provisions for disclosure of information on the cessation of the contract to enable retendering.
- 8.5 It is not clear whether or not the current staff are in the Local Government Superannuation scheme and if so what arrangements are in place concerning the closure of that scheme on the ending of the current contract, for example a valuation of the scheme contributions and whether or not the employer or the Council is obliged to fund any deficit or participate in any surplus.

9. Other Implications

9.1 Financial risk - Financial risk is considered to be low because:

- The Council will only pay for Care Technology services or products that are installed and is therefore able to control the supply of installations, albeit if the Council reduced or stopped installations due to budgetary constraints it may face reputational and legal risk.
- There is growing evidence of the savings to social care and the NHS that Care Technology services and products can provide, however limited cultural and behavioural change in both customers and professionals may mean these benefits are not achieved. A key part of the Care Technology proposals outlined above are to develop and provide increased training and change management to staff and increased communications to customers and it is hoped this will mitigate this risk.
- The development of new Care Technology services or products will only commence following agreement to a business plan showing the cost and benefits of any new Care Technology service or product.
- A break clause will be included in the contract. In the event that any of the funding sources are lost, these will ensure that there is a mechanism to manage spending within the limits of available resources, should the Council decide it is appropriate to exercise that right.

9.2 Technical risk - Technical risk is considered to be medium because:

- Speed of change in technology may mean that Care Technology services or products become quickly outdated and/or may impact on cost and investment/benefit realisation calculations. This will be mitigated in part through building the strategic partnerships with the Care Technology provider and other

partners to support the Council to innovate and introduce and/or develop new services or products.

- Interfaces between different systems and innovations may create a barrier to data sharing and platform compatibility. This will be managed through contract monitoring and governance processes. The requirement for the supplier to be 'tech-agnostic' and mitigate compatibility challenges will be outlined within the service specification.
- New technologies may be difficult to introduce to people who prefer more traditional services or products that may not provide the same level of benefits. This will require extensive communication and engagement to change the behaviour of people as part of the infrastructure and cultural change programme.

This Procurement will be discussed at a future Technical Design Authority meeting, to ensure appropriate oversight is provided from IT to ensure the new service meets the necessary criteria in this field and facilitate interoperability with existing council systems, e.g. Liquid Logic.

Additionally, support will be provided by the Information Governance Manager to ensure a robust approach is taken to Data Protection and information sharing. A Data Protection Impact Assessment will be undertaken to enable the council to identify and minimise the data protection risks of this service.

9.3 TUPE, other staffing and trade union implications - Depending upon the ultimate outcome of the competitive tender exercise TUPE may apply (should the criteria for application be met); equally, should this not be the case then this could place 13 members of staff at risk of redundancy. This will not be able to be confirmed until the appropriate point in the tender process and will be further explored throughout the Procurement process in line with Corporate Policy and employment law.

9.4 Corporate Policy and Equality Impact - This contract will allow us to expand the Council's current service offer enabling more people to participate in and benefit from Care Technology and Digital solutions. This will build resilience, choice and improved well-being in people that receive care and support services from the Council. This approach in building solutions aims to address current shortfalls for key groups in accessing such services.

The Service should meet the needs of diverse user groups, for example by providing language support according to LBBB policies, or arranging visits compatible with religious preferences (e.g. avoiding certain days). Groups include (but are not limited to):

- Black and ethnic minority communities
- Religious communities
- Adults with visual and/or auditory impairments, including deaf blind adults
- End of life/palliative care
- Adults with communication difficulties
- Non-English speakers
- Adults with British Sign Language (BSL) as their first language
- Adults with learning and/or physical disabilities and/or mental health issues, including dementia

A Community and Equality Impact Assessment is attached at Appendix B.

- 9.5 **Safeguarding Adults and Children** - At all times when the Innovation Partner is in contact with Customers under this Contract, the Innovation Partner should be reviewing whether the individual is safe, as set out in the Pan-London Multi-Agency Safeguarding Policy & Procedures. Compliance with Barking and Dagenham's safeguarding policies with a clear understanding of the council's responsibilities and liabilities will be integral to the contract monitoring process.
- 9.6 **Health Issues** – The services provided through this Procurement will have a positive impact on the health and wellbeing of the local community, supporting residents to better self-manage their own health including long-term conditions, perform tasks they would otherwise be unable to do and/or increase the ease or safety with which tasks can be performed.

Public Background Papers Used in the Preparation of the Report: None

List of appendices:

- Appendix A: Care Technology Case Studies
- Appendix B: Community and Equality Impact Assessment