ADULT SOCIAL CARE AND PUBLIC HEALTH CABINET COMMITTEE

Thursday, 24th September, 2026

2.00 pm

Council Chamber, Sessions House, County Hall, Maidstone

Kent County Council
kent.gov.uk

AGENDA

ADULT SOCIAL CARE AND PUBLIC HEALTH CABINET COMMITTEE

Thursday, 24 September 2026 at 2.00 pm
Council Chamber, Sessions House, County Hall, Maidstone

Ask for: **Maya Bundy**
Telephone: **03000 416072**

Membership (13)

Reform UK (8):	Mr A Kibble, Mr R Mayall, Mr S Dixon, Mr T L Shonk, Mr T Mole (Vice-Chair), Mrs S Roots, Mr M Fraser Moat and Mr L Evans (Chair)
Liberal Democrat (1):	Mr A Ricketts
Restore Britain (1):	Mr O Bradshaw
Conservative (1):	Mr A Kennedy
Green (1):	Mr S Jeffery
Labour (1):	Ms C Nolan

UNRESTRICTED ITEMS
(During these items the meeting is likely to be open to the public)

1 Introduction/Webcasting Announcement

2 Apologies and Substitutes

3 Declarations of Interest by Members in items on the agenda

4 Minutes of the meeting held on 8 July 2026 (Pages 1 - 8)

5 Verbal Updates by Cabinet Members, Director of Public Health and Corporate Director

6 Adult Social Care Performance Dashboard (Pages 9 - 26)

7 Public Health Performance Dashboard (Pages 27 - 36)

8 26/00056 - Community Wellbeing Service for Adults with Sensory Needs (Pages 37 - 106)

9 26/00057 - Community Wellbeing Service for Older People, Physical Disability and Dementia (Pages 107 - 180)

10 26/00058 - Mental Health Assessment Service (Pages 181 - 196)

11 26/00059 - Section 75 Legal Partnership Agreement (Pages 197 - 244)

12 Work Programme (Pages 245 - 246)

EXEMPT ITEMS

(At the time of preparing the agenda there were no exempt items. During any such items which may arise the meeting is likely NOT to be open to the public)

Benjamin Watts
Deputy Chief Executive
03000 416814

Wednesday, 16 September 2026

Please note that any background documents referred to in the accompanying papers maybe inspected by arrangement with the officer responsible for preparing the relevant report.

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KENT COUNTY COUNCIL

ADULT SOCIAL CARE AND PUBLIC HEALTH CABINET COMMITTEE

MINUTES of a meeting of the Adult Social Care and Public Health Cabinet Committee held at Council Chamber, Sessions House, County Hall, Maidstone on Wednesday, 8th July, 2026.

PRESENT: Mr S Dixon, Mr L Evans (Chair), Mr M Fraser Moat, Mr M A J Hood (Substitute) (Substitute for Mr S Jeffery), Mr A Kibble, Mr R Mayall, Mr T Mole (Vice-Chair), Mr A Ricketts, Mrs S Roots and Mr T L Shonk

ALSO PRESENT: Mrs G Foster, Mr J Henderson, Mr M Mulvihill and Mrs C Palmer

IN ATTENDANCE: Ms J Allen (Communications Partner), Miss M Bundy (Democratic Services Officer), Dr A Ghosh (Director of Public Health), Ms H Gillivan (Director for Adults and Integrated Commissioning), Ms S Hill (Director of Operations (Long Term Support)), Ms S Kemsley (Public Health Specialist (Suicide Prevention)), Ms J Mookherjee (Consultant in Public Health), Ms J Shephard (Business Support Improvement Manager), Mr S Spiller (Commissioner), Mr M Thomas-Sam (Director of Operations (Short Term Support)), Mrs V Tovey (Assistant Director of Integrated Commissioning), Ms G Walton (Assistant Director (Adults Commissioning and Partnerships)) and Ms H Woodland (Corporate Director of Adult Social Care and Health)

UNRESTRICTED ITEMS

79. Apologies and Substitutes
(Item. 2)

Apologies were received from Mr Bradshaw, Mr Kennedy and Mr Jeffery, for whom Mr Hood was present as substitute.

80. Declarations of Interest by Members in items on the agenda
(Item. 3)

Mr Shonk declared that his daughter worked for the NHS.

81. Minutes of the meeting held on 06 May 2026
(Item. 4)

RESOLVED that the minutes of the meeting held on 06 May 2026 were a correct record and they be signed by the Chairman.

82. Verbal Updates by Cabinet Members, Director of Public Health and Corporate Director
(Item. 5)

1. Georgia Foster, Cabinet Member for Adult Social Care, provided a verbal update on the following:

a) Mrs Foster thanked Directorate staff for their support during her first seven weeks as Cabinet Member and paid tribute to her predecessor for her work. She also welcomed Helen Woodland as the new Corporate Director for Adult Social Care and Health.

b) Mrs Foster reported on visits undertaken to a number of Adult Social Care services, including Cliftonville Library, where refurbishment works had included a Changing Places facility to improve accessibility and inclusion for residents with disabilities.

c) Mrs Foster outlined a visit to Westview Integrated Care Centre in Tenterden, highlighting the rehabilitation, physiotherapy and reablement support provided to people following discharge from hospital. She praised the dedication and compassion of staff working within the service.

d) Mrs Foster also updated the Committee on a visit to Milton Haig day service in Gravesham, outlining the support available to approximately 50 people from Gravesham and Dartford and highlighting the organisation's commitment to apprenticeship and staff development opportunities.

e) Mrs Foster drew attention to recent awareness campaigns including Carers Week, Learning Disability Week and Loneliness Awareness Week. She highlighted the valuable contribution of unpaid carers across Kent and reported on a carers' coffee morning hosted at Sessions House to recognise and thank carers for their support.

f) Finally, Mrs Foster welcomed activity undertaken as part of Learning Disability Week, including the "Do You See Me" exhibition held at Sessions House, and the work of the Learning Disability Partnership Board in promoting inclusion and reducing barriers for people with learning disabilities.

2. Jamie Henderson, Cabinet Member for Environment, Coastal Regeneration and Public Health, provided a verbal update on the following:

a) Mr Henderson highlighted public health messaging relating to the period of extreme heat being experienced across Kent and encouraged residents to take appropriate precautions, remain hydrated, check on vulnerable neighbours and plan activities safely during hot weather.

b) Mr Henderson reported on visits undertaken with his Deputy Cabinet Member to local drug and alcohol recovery services, including Change, Grow, Live and the Forward Trust. He highlighted the positive impact of these services and reaffirmed his commitment to supporting their delivery, particularly in coastal communities where levels of need remained high.

c) Alcohol Awareness Week was highlighted, alongside activity promoting the "Know Your Score" campaign, encouraging residents to better understand alcohol consumption and access support where required.

d) Finally, Mr Henderson reported on a forthcoming meningitis B vaccination programme for eligible students preparing to attend college and

university, stressing the importance of reducing the risk of infection and providing reassurance to young people and their families.

3. Dr Anjan Ghosh, Director of Public Health, provided a verbal update on the following:

   a) Dr Ghosh reinforced the public health advice relating to hot weather, emphasising that prolonged temperatures above 30 degrees presented health risks for all residents.

   b) Dr Ghosh provided an update on the refresh of the Health and Wellbeing Board, including planned consideration of revised terms of reference, the Neighbourhood Health Plan and updates relating to the Marmot Coastal Region Programme.

   c) Dr Ghosh informed Members that the Council was currently undergoing a Special Educational Needs and Disabilities (SEND) inspection and advised that activity had progressed positively, highlighting the collective efforts of officers across the authority.

   d) Ashford, Faversham and Sevenoaks had been accepted into the UK Age Friendly Communities Network. Multi- agency work was ongoing to support people to age well and live a good later life.

   e) Dr Ghosh advised that a new Postural Stability replacement service had been introduced. The service would be delivered through Forever Active Kent (Active Kent and Medway), with 20 providers commissioned to deliver three evidence-based 12-week programmes annually over a three-year period.

   f) Updates were provided on the launch of the Parent and Infant Relationship Service (PEARS) and developments in emotional wellbeing and mental health services delivered in partnership with the Integrated Care Board (ICB).

   g) On mental health, Dr Ghosh outlined that Kent was becoming a national leader in trauma-informed work, highlighting the launch of a new healing-centred systems leaders programme, stakeholder engagement events, and the development of an annual Public Health Report focused on mental health.

   h) Dr Ghosh advised that a new Suicide and Self-Harm Prevention Strategy 2026-2030 was progressing through final governance arrangements prior to publication and outlined local suicide prevention activity taking place in Thanet.

   i) Finally, Dr Ghosh reported on developments within the One You Kent service, including the transition to a new provider in East Kent, as well as wider work on prevention, hospital discharge pathways, hypertension and health inequalities.

4. Helen Woodland, Corporate Director of Adult Social Care and Health, provided an update on the following:

a) Ms Woodland reflected on her first days within the authority and thanked Members, officers and partners for the warm welcome she had received. She advised that significant progress had been made within Adult Social Care since the previous Care Quality Commission (CQC) inspection and highlighted the dedication and commitment of the workforce.

b) Ms Woodland outlined ongoing work with health partners to improve hospital discharge pathways and strengthen integrated working across the system.

c) Ms Woodland reported on extensive commissioning and procurement activity across Adult Social Care, including efforts to improve quality, value for money and ensure services remained sustainable and fit for the future.

d) Finally, Ms Woodland highlighted increasing demand pressures within Adult Social Care, stating that these reflected national trends and reinforcing the importance of prevention and early intervention activity.

5. RESOLVED that the Adult Social Care and Public Health Cabinet Committee note the verbal updates.

83. Public Health Performance Dashboard
(Item. 6)

1. The report was introduced by Victoria Tovey, Assistant Director of Integrated Commissioning, which provided the Committee with an overview of the activity and Key Performance Indicators (KPIs) for Public Health Commissioned Services. She highlighted a generally positive performance despite ongoing transformation activity and service mobilisation following a number of recommissioning exercises. Ms Tovey outlined that out of fourteen KPIs, four were RAG rated green, six were rated amber and one was rated red.

2. In response to questions and comments from Members, discussion covered the following:

a) Ms Tovey explained that performance relating to the proportion of first-time sexual health patients receiving a full sexual health screen remained below target. She advised that a revised performance measure would be introduced to ensure reporting better reflected those individuals for whom screening was clinically appropriate, whilst retaining access to the wider performance data.

b) In response to questions relating to the One You Kent service, Ms Tovey outlined the impact of the recent provider transition, staffing transfers and temporary pauses to referrals. She also explained that residents could self-refer to the service and that providers were undertaking targeted outreach work.

c) Ms Tovey outlined the rationale for the move from postal invitations to text message invitations for NHS Health Checks, explaining that the

approach aligned with wider NHS practice and offered a more cost-effective and environmentally sustainable method of communication. Alternative invitation methods remained available where appropriate.

3. RESOLVED that the Adult Social Care and Public Health Cabinet Committee note the performance of Public Health commissioned services in Quarter 4 2025/26.

84. Update on Public Health Campaigns/ Communications
(Item. 7)

1. The report was introduced by Jo Allen, Head of PR and Communications, who presented an overview of communications and campaign activity undertaken in support of Public Health objectives during 2025/26. She explained that campaigns were designed to improve residents' capability, motivation and opportunity to make healthier choices, and highlighted the role of preventative communications in supporting long-term behaviour change and improving wellbeing.

2. In response to questions and comments from Members, discussion covered the following:

   a) Ms Allen explained that communications campaigns were developed in partnership with Public Health services and that their impact needed to be considered alongside wider service outcomes rather than in isolation. She acknowledged the value of including benchmarking and comparative performance data in future reports to provide greater context for campaign metrics.

3. RESOLVED that the Adult Social Care and Public Health Cabinet Committee note the Public Health campaigns that were delivered in 2025/26 and the need to continue to deliver.

85. 26/00037 - Suicide Prevention Services
(Item. 8)

1. The item was introduced by Mr Henderson, who highlighted the importance of maintaining effective suicide prevention and bereavement support services across Kent and Medway. He emphasised the significant impact of suicide on families, workplaces and communities, and outlined proposals to continue vital services aligned to the forthcoming Kent and Medway Suicide and Self- Harm Prevention Strategy 2026- 2030.

2. Jess Mookherjee, Consultant in Public Health, introduced the report and reiterated the increasing importance of bereavement support and suicide prevention services against a backdrop of rising mental health need.

3. Sam Spiller, Commissioner, provided a detailed overview of the proposed recommissioning arrangements, outlining plans to procure replacement contracts for the specialist suicide bereavement support service and suicide prevention training workshops from April 2027. He highlighted engagement undertaken with stakeholders, people with lived experience and providers to inform future service design.

4. In response to questions and comments from Members, discussion covered the following:

   a) It was confirmed that continuity of service provision had been a key consideration during development of the recommissioning proposals. Mobilisation periods had been built into implementation plans to minimise disruption and ensure continuity of support for service users transferring between providers if required.

   b) Mr Spiller advised that work was underway to strengthen data collection and performance reporting arrangements and confirmed that KPIs would form an important part of future contract management arrangements.

   c) In response to questions regarding local suicide rates, Dr Mookherjee explained that Kent continued to experience a higher suicide rate than the national average, although rates had reduced over time. She also explained that men remained significantly more likely to die by suicide than women, informing targeted prevention and awareness activity.

5. RESOLVED that the Adult Social Care and Public Health Cabinet Committee endorse the proposed decision to:

   a. **APPROVE** the procurement of Suicide Prevention Services from 1 April 2027:
      - Specialist Suicide Bereavement Support Service, CN260672 – Three-year contract (1 April 2027 – 31 March 2030) with an optional extension, up to 24 months.
      - Suicide Prevention Training Workshops (CN260673) – Three-year contract)1 April 2027 – 31 March 2030) with an optional extension, up to 24 months.
   b. **APPROVE** the continuation of partnership working arrangements with the Integrated Care Board (ICB), including the review and refresh of the Memorandum of Understanding (MoU) to support the delivery of the Suicide Prevention Programme.
   c. **DELEGATE** authority to the Director of Public Health to commission the relevant services and enter into contracts or other legal agreements, including a refreshed Memorandum of Understanding (MoU) with relevant partners, to deliver Suicide Prevention Services;
   d. **DELEGATE** authority to the Director of Public Health, to exercise relevant contract extensions
   e. **DELEGATE** authority to the Director of Public Health, to take all other relevant actions, including but not limited to, negotiating, finalising the terms of, and entering into the required contracts or other legal agreements, as necessary, to implement the decision

86. 26/00041 - Every Day Life Activities Contract Extension
(Item. 9)

This item was taken after the Work Programme.

1. The item was introduced by Georgia Foster, Cabinet Member for Adult Social Care, who outlined the importance of the Every Day Life Activities

service in supporting adults with eligible Care Act needs to maintain independence, wellbeing and community participation.

2. Georgina Walton, Assistant Director Adults Commissioning and Partnerships, introduced the report and explained that the framework currently supported over 1,000 adults each week through a diverse range of activities and opportunities delivered by 24 providers across Kent. She outlined proposals to extend the existing contract for a further two years whilst undertaking a wider programme of redesign and recommissioning.

3. In response to questions and comments from Members, discussion covered the following:

   a. The positive contribution made by community- based providers in promoting inclusion, independence and skills development was highlighted by the Committee.

4. RESOLVED that under Section 100A of the Local Government Act 1972 the press and public be excluded from the meeting for the following business on the grounds that it involves the likely disclosure of exempt information as defined in paragraphs 3 & 5 of part 1 of Schedule 12A of the Act.

OPEN ACCESS TO MINUTES

   b. Helen Gillivan, Director for Adults and Integrated Commissioning, stated that the contract management approach would seek to ensure value for money, maintain quality standards and support a sustainable provider market, with ongoing contract monitoring informing the process.

   c. Ms Walton advised organisations would be consulted as part of the commissioning process to gather community feedback and inform service development.

5. RESOLVED that the Adult Social Care and Public Health Cabinet Committee endorse the proposed decision to:

   a. **EXTEND** the Every Day Life Activities contract for up to two years from 1 October 2026 to 30 September 2028; and
   b. **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to take other relevant actions, including but not limited to finalising the terms of and entering into required contracts or other legal agreements, as necessary to implement the decision.

87. Care Quality Commission (CQC) Improvement Plan
(Item. 10)

1. The item was introduced by Mrs Foster, who outlined that KCC had received an overall rating of ‘requires improvement’ following the most recent CQC inspection and highlighted progress made since the publication of the assessment results.

2. Michael Thomas-Sam, Director of Operations (Short Term Support), introduced the report and provided an update on Adult Social Care's improvement activity in response to the CQC assessment, including revised priority areas developed in consultation with senior leaders and partners. He stated that improvement efforts were becoming more targeted and supported by stronger performance oversight, with preparations underway for future CQC assessments through readiness planning, assurance activity and mock assessments.

3. In response to questions and comments from Members, discussion covered the following:

   a) Mr Thomas-Sam advised that the current reporting format followed Department of Health templates and agreed that further consideration could be given to how additional information and context could be incorporated for future reports.

   b) Ms Woodland emphasised that work was underway to consolidate multiple improvement and transformation plans into a single overarching transformation framework. She suggested that future reports could include both CQC improvement activity and the wider transformation programme to provide Members with a broader understanding of progress being achieved.

4. RESOLVED that the Adult Social Care and Public Health Cabinet Committee note the improvements to date and future improvement activity.

88. Work Programme
(Item. 11)

RESOLVED to note the Work Programme.

From:	Georgia Foster, Cabinet Member for Adult Social Care and Public Health Helen Woodland, Corporate Director Adult Social Care and Health
To:	Adult Social Care and Public Health Cabinet Committee – 24 September 2026
Subject:	**ADULT SOCIAL CARE AND HEALTH PERFORMANCE Q1 2026/2027**
Classification:	Unrestricted
Previous Pathway of Paper:	None
Future Pathway of Paper:	None
Electoral Division:	All

Summary: This paper provides the Adult Social Care and Public Health Cabinet Committee with an update on adult social care activity and performance during Quarter 1 (April to June) for the financial year 2026/27.

Repeat contacts remained low (ASC 1) and demand at the front door reduced compared to the previous quarter (ASC 8), whilst assessment waiting times improved (ASC 2) and Care Needs Assessment requests saw a continued reduction (ASC 9). The number of people with a review scheduled increased (either first or ongoing reviews), in comparison to the previous quarter, however Quarter 1 also marks the highest number of reviews completed in the past two years (ASC 12).

Enablement services continued to deliver positive outcomes, helping people maximise their independence and reducing ongoing care needs (ASC 14 & 15). The use of short term beds saw the first increase since Quarter 1 2025/26 (ASC 16), however admissions to long-term residential and nursing care continues to decrease (ASC 5 & 6), reflecting the continued focus on supporting people within their communities wherever possible. The number of Deprivation of Liberty Safeguards applications received and completed has continued to decrease for the second consecutive quarter (ASC 18); meanwhile the number of safeguarding concerns received increased for the first time in two quarters, leading to a rise in open safeguarding work (ASC 19).

Of the seven Key Performance Indicators, three were RAG Rated Green and two were RAG Rated Amber. Two are RAG Rated Red having not met their target, the first is ASC 6 admissions to long-term residential and nursing care, even though the rate is decreasing, this is above the new target and upper threshold for 2026/27; and ASC 7, KCC supported people in a residential or nursing home where the Care Quality Commission rating is Good or Outstanding, which decreased by 3% to below the target and floor threshold.

Recommendation: The Adult Social Care and Public Health Cabinet Committee is asked to **NOTE** the performance of adult social care services in Quarter 1 2026/2027.

1. Introduction

1.1 A core function of Cabinet Committees is to review the performance of services which fall within its remit. This report provides an overview of the Key Performance Indicators (KPIs) for Kent County Council's (KCC) adult social care services. It includes the KPIs presented to Cabinet via the KCC Quarterly Performance Report (QPR).

2. Overview of Performance

2.1 The Adult Social Care Connect Teams are the first point of contact for people who need support from adult social care. The team will look to offer information and advice to those making contact and, where appropriate, offer further support from adult social care. One of the team's key aims is to resolve contacts efficiently and effectively so that the person does not need to repeat their request for support. In Quarter 1, 3% of contacts were from people who had made contact in the past three months (ASC 1). This proportion has remained the same since the previous quarter and therefore the measure is RAG Rated GREEN; below the target of 5%.

2.2 The number of people contacting Adult Social Care Connect saw a 2% decrease in Quarter 1, falling to 8,411 (ASC 8) though this figure is 12% higher than the same quarter last financial year which was 7,529. The most common source of referrals continued to be family members (24%), followed by self-referrals. The majority of contacts were made through using the online web contact form (35%), followed by email (31%).

2.3 Adult Social Care Connect Teams are looking at increasing their presence in local communities through drop-in clinics and information stands, helping people access advice in familiar, accessible settings. This will encourage earlier conversations, raising awareness of available support, including preventative and community-based services.

2.4 East Kent has trialled drop-in clinics and information stands at various locations where staffing capacity and setting have permitted, where this was not possible, alternative sites have been sourced. In West Kent, a number of clinics have been set up and operational. Adult Social Care Connect Teams are in the process of replicating this across more locations in the county. Drop-in clinics and information stand locations include:

- East Kent
  - Asda, Folkestone
  - Age UK, Folkestone
  - SEK, Thanet
- West Kent
  - Gravesham Civic Centre, Gravesend
  - Temple Hill Community Centre, Dartford
  - Heather House Community Café Hub, Sittingbourne
  - Fusion Healthy Living Centre, Maidstone
  - Sheppey Gateway, delivered in partnership with the Kent Enablement Service (KES) - In process of being set up

2.5 Changes have also been made to the ‘How to get adult social care support’ pages on kent.gov.uk, providing clearer information on eligibility and what to expect from adult social care. The update aims to improve understanding, support informed decision-making, and direct people to the most appropriate support pathway.

2.6 Adult social care will undertake a Care Needs Assessment if a person’s needs cannot be met through conversation, signposting or other alternative enablement actions. This assessment will outline the persons’ eligibility for further support. The number of incoming assessments has reduced for a fifth consecutive quarter, with 3,301 assessments requested in Quarter 1. For comparison, Quarter 1 of 2025/2026 saw 4,353 requests for assessment (ASC 9). The number of Care Needs Assessments completed also reduced for the fourth consecutive quarter, with 3,323 assessments completed in Quarter 1 (ASC 9), however this was higher than those incoming.

2.7 For financial year 2026/2027, a new KPI for Care Needs Assessments is now in place, covering the median wait time in days for the completion of a Care Needs Assessment (ASC 2) aligning this KPI with Care Quality Commission (CQC) reporting requirements and Reforming Kent. In Quarter 1, the median wait time for completion of a Care Needs Assessment was 24 days; an improvement of three days when compared to the previous quarter. The target for this measure is 25 days, with an upper threshold of 30 days, meaning this measure is RAG Rated GREEN.

2.8 Adult social care commissions external carers agencies to offer support those who identify as carers with information, advice or guidance or a full carers assessment for further support. In Quarter 1, 920 carers were supported in this way (ASC 10); representing a 12% decrease from Quarter 4 but a comparable figure to the same quarter last financial year (911). Support provided in the quarter included 373 carers assessments; with 330 requested in the same time period. Whilst engagement with support services has reduced, teams continue to work with partner organisations to understand the underlying causes to increase reach and strengthen support for carers via the carers needs assessment work and the prevention framework.

2.9 Over 2,000 people had a support package arranged in Quarter 1, continuing a similar trend of activity seen over the past two quarters (ASC 11). The most common type of support provided was in the form of Homecare (29%), followed by Short Term Beds (25%); a change from what was seen in Quarters 3 and 4 of 2025/2026 when Short Term Beds were the most commonly utilised provision. The figures for this measure are provisional and are subject to change as updates are made to the client recording system.

2.10 Once a support package is in place as part of a person’s care and support plan, the Care Act instructs that this should be reviewed on a regular basis to ensure that it continues to meet the person’s needs. In Quarter 1, adult social care completed 5,789 reviews, with 5,752 scheduled in the quarter (ASC12). The volume of both scheduled and completed reviews was at its highest level in Quarter 1 when compared across the last two financial years, demonstrating a strong operational response to rising demand. Of the reviews completed in the

quarter, 2,548 were initial (first) reviews and 3,241 were ongoing (annual) reviews. There was a notable 18% increase in the volume of initial reviews that were completed.

2.11 Both the Kent Enablement at Home (KEaH) and Kent Enablement Service (KES) aim to work with people to increase their independence and enable them to live more independently. In Quarter 1, 2,195 people were supported by KEaH and 1,174 by KES (ASC 14 and 15 respectively). Whilst there was a reduction in the number of people supported by KEaH compared to the previous quarter, a 26% increase in those supported by KES meant the overall volume of people being supported by these enablement services increased quarter-on-quarter. When comparing the independence levels of people starting with the enablement services to when they ended, people supported by KEaH saw, on average, an 82% decrease in need, with people supported by KES seeing a 58% decrease (ASC 14 and 15 respectively).

2.12 Utilisation of a short term bed increased in Quarter 1, following decreases in previous quarters. 1,474 people were in a Short Term Bed in the quarter, which is an increase of 8% and a comparable figure to the same quarter last year (ASC 16).

2.13 The proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement services continues to be RAG Rated AMBER for a second successive quarter, at 84% (ASC 4). It sits 1% below target. This measure has sat in the range of 83-86% in the past two financial years.

2.14 If a persons' needs cannot be met in a community setting, they may receive care in a residential or nursing home. For adults aged 18-64, this was 14 per 100,000 in Quarter 1 (ASC 5). This is better than the target of 18 per 100,000 and means this measure remains RAG Rated GREEN. For those aged 65 or over, this has also decreased since last quarter and is now at 576 per 100,000 (ASC 6). However, the target for this measure has changed for this financial year, moving from 588 to 515. As a result this measure is now RAG Rated RED. The change in target reflects Reforming Kent and the intentions of adult social care, and is based on performance in 2024/2025.

2.15 The Care Quality Commission (CQC) regularly inspect residential and nursing homes and publish their findings. In Quarter 1, 72% of KCC supported people resident in these settings were residing in a home rated either Good or Outstanding (ASC 7). This measure is now RAG Rated RED from AMBER, moving below a floor threshold of 75%. This movement has been influenced by increased CQC assessment activity and changes to the ratings of a small number of care homes with relatively high numbers of Kent-funded residents. As the CQC undertakes assessments, more current ratings replace previous ratings, and changes at individual homes can therefore have a disproportionate impact on this measure.

2.16 KCC continues to operate robust quality assurance and contract monitoring arrangements across the residential care market. Where quality or safeguarding concerns are identified, these include risk management

processes and, where appropriate, restrictions or suspension of new placements. Placements are not made in services subject to suspension or commissioning restrictions. A Requires Improvement CQC rating does not in itself automatically result in a suspension, decisions are informed by the nature of the concerns, the risks identified and the actions being taken by the provider.

2.17 Commissioners and Operational teams maintain regular operational oversight of quality and safeguarding risks and work with providers where improvement is required. Senior officers also maintain regular engagement with CQC to consider emerging themes, risks and trends across the Kent care market.

2.18 A Direct Payment can give a person full control of how their needs can be met and are offered by adult social care where appropriate. In Quarter 1, 26% of people in receipt of community services had a Direct Payment (ASC 3). This measure continues to be RAG Rated AMBER, below a target of 30% but above the floor threshold of 24%.

2.19 There was an 11% decrease in Deprivation of Liberty Safeguards applications received in Quarter 1 compared to the previous quarter and a 5% reduction in applications completed. (ASC 18). Both metrics saw their lowest figures since Quarter 2 2025/26. Following the Attorney General Northern Ireland judgement made in June 2026, the team noted a reduction in the number of applications received from care homes. As a result of the judgment, the multifactorial assessment has changed leading to fewer people now meeting the threshold for an application.

2.20 Incoming safeguarding concerns had seen downward movement in the past two quarters, reflecting focused work to ensure that concerns were raised when appropriate, so the correct assistance can be provided. However 6,029 safeguarding concerns were received in Quarter 1, up from 5,796 in the previous quarter (ASC 19), a contributing factor was the hot weather experienced in this time period.

2.21 A new addition to this financial year's collection of measures is the amount of open safeguarding work at the end of the quarter. This enables a view of the productivity of the safeguarding teams in an environment of increased demand over the past few years. In Quarter 1, the amount of open work increased from 2,418 to 2,881, this will be a mixture of ongoing enquiries and incoming concerns that are being triaged (ASC 19). Open work is at its highest level since Q3 2024/25.

2.22 At the beginning of a safeguarding intervention, the adult at risk will be asked what their desired outcomes are as a result of adult social care providing assistance. This is a fundamental part of 'Making Safeguarding Personal' and whether the outcomes were fully or partially achieved form a new measure for this financial year. In Quarter 1, 88% of people had their desired outcomes fully or partially completed as a result of safeguarding intervention (ASC 20); an increase of 1% when compared to the previous quarter but lower than the same quarter last year (93%).

3. Conclusion

3.1 Adult social care's KPIs have remained steady for a second consecutive quarter, with only the percentage of Kent County Council supported people in residential or nursing where the Care Quality Commission rating is Good or Outstanding (ASC 7) moving from AMBER to RED due to activity and not a change in target.

3.2 Adult social care continues to focus on managing demand, to deliver timely support and positive outcomes for Kent residents. Repeat contacts remained low (ASC 1), Care Needs Assessment waiting times improved (ASC 2), and strong performance was seen in reviews (ASC 12) and enablement services (ASC 14 & 15). Admissions to long-term residential and nursing care also reduced for adults aged 18 to 64 (ASC 5), and 65 and over (ASC 6). Demand remained high across a number of services, particularly safeguarding, where increased incoming concerns contributed to a rise in open work (ASC 19).

4. Recommendation

Recommendation: The Adult Social Care and Public Health Cabinet Committee is asked to **NOTE** the performance of adult social care services in Quarter 1 2026/2027.

5. Background Documents

None

6. Appendices

Appendix 1 – Adult Social Care Performance Dashboard Q1 2026/2027

7. Report Author

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Relevant Director

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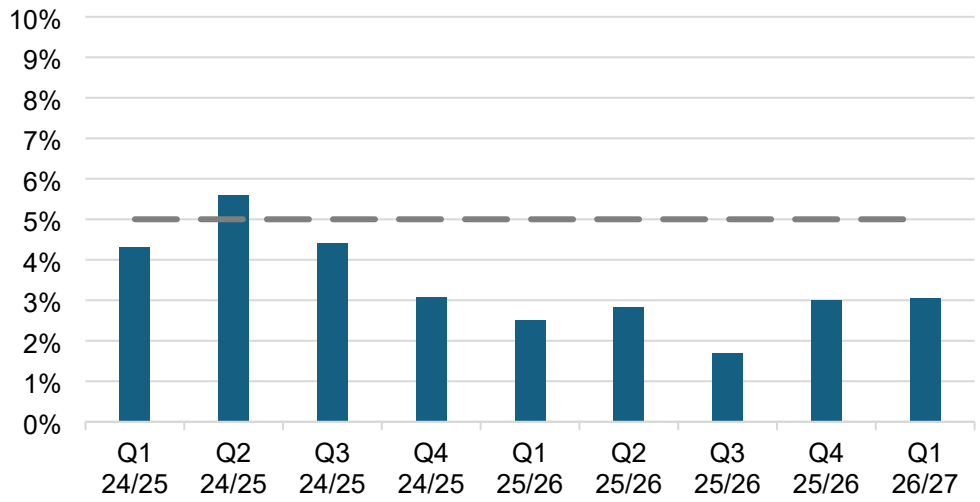
APPENDIX 1

Adult Social Care Key Performance Indicators and Activity Performance 2026/27

Symbol	Description
⇩	Measure going in the wrong direction
⇧	Measure going in the right direction
⇔	No change in direction of travel

ASC1: The percentage of people who have their contact resolved by adult social care but then made contact again within 3 months

GREEN ⇔



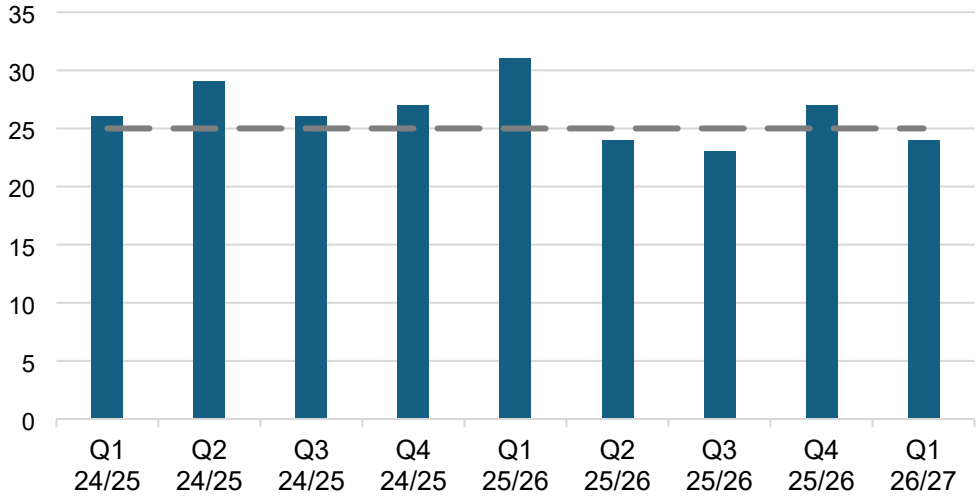
The percentage of people who had their contact resolved but recontacted adult social care within three months has remained at 3%, and has continued to be below the 5% target.

A **lower percentage indicates better performance** against this measure.

Target: 5%	Upper Threshold: 9%

ASC2: The median wait time for Care Needs Assessments

GREEN ⇧



This is a new measure for 2026/2027, replacing the previous Care Needs Assessments KPI. The change reflects a greater focus on productivity in line with the direction of 'Reforming Kent', whilst also aligning with CQC reporting requirements.

The median wait time for a Care Needs Assessment reduced to 24 days in Quarter 1, below the target of 25 days and reflecting an improvement in timely access to assessments.

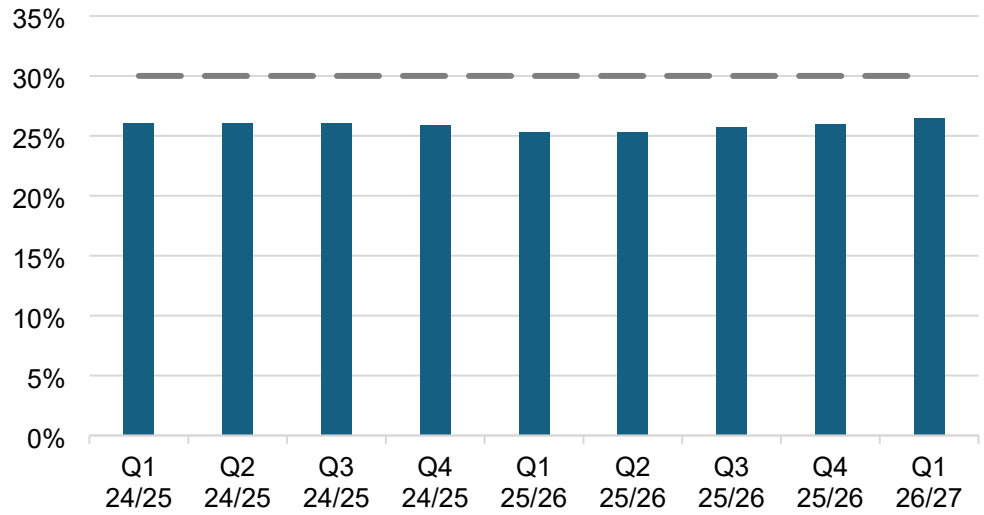
A **lower value indicates better performance** against this measure.

The median is where half of the values are above it and half below it.

Target: 25 days	Upper Threshold: 30 days

ASC3: The percentage of people in receipt of direct payments with adult social care

AMBER ⇔



The percentage of people in receipt of a direct payments remains at 26%, as it has done for the past two financial years.

The majority of people with a direct payment are people with Learning Disabilities (34%) and Carers (21%). There has also been a 5% increase in Older People using direct payments. However there have been corresponding increases in people receiving others community services too which holds the percentage on this measure.

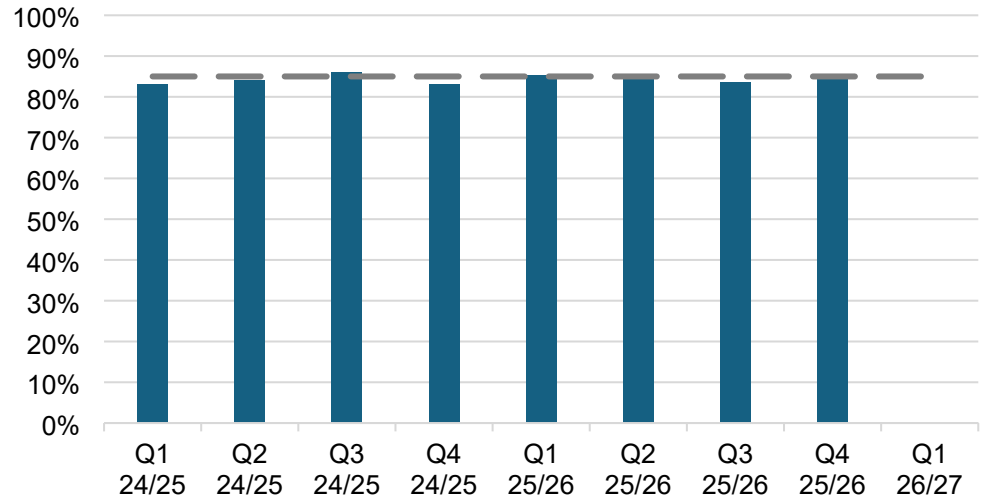
This measure remains RAG rated Amber.

A **higher percentage indicates better performance** against this measure.

Target: 30%	Floor Threshold: 24%

ASC4: Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement/rehabilitation services

AMBER ⇔



Delivery on this KPI has remained consistent each quarter, either at the target or just below.

The enablement service Kent Enablement at Home continues to deliver outcomes of people remaining independent in their home following a hospital stay.

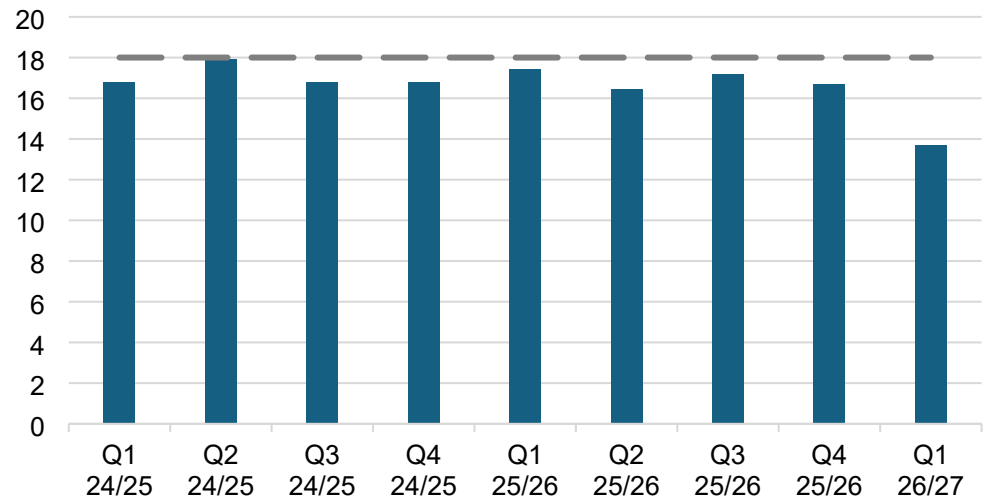
A **higher percentage indicates better performance** against this measure.

Data for the most recent quarters remains provisional and may be subject to change.

Target: 85%	Floor Threshold: 80%

ASC5: Long term support needs of adults (18-64 years old) met by admission to residential and nursing care, per 100,000

GREEN ⇧



The rate per 100,000 at which people aged 18 to 64 have their needs met through admission to residential or nursing care continues to be RAG rated Green.

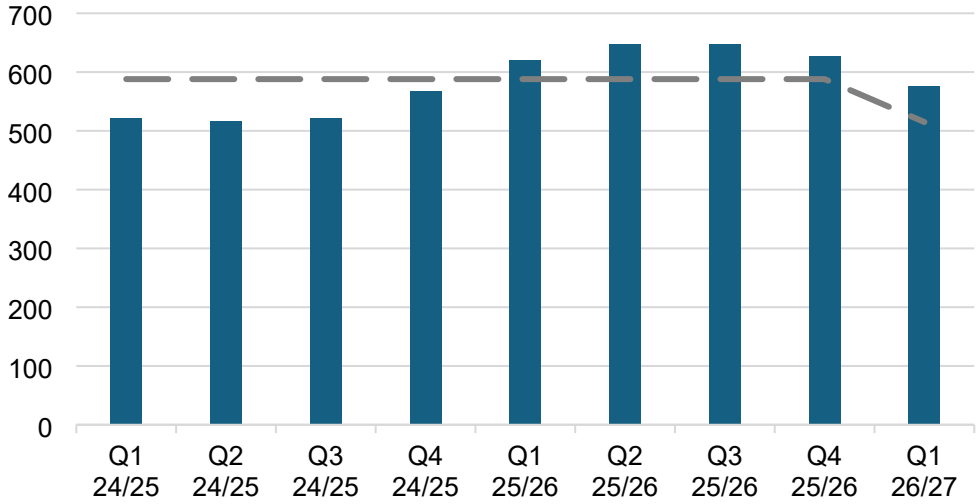
A **lower number indicates better performance** against this measure.

Data for the most recent quarters remains provisional and may be subject to change.

Target: 18	Upper Threshold: 22

ASC6: Long term support needs of older people (65 and over) met by admission to residential and nursing care, per 100,000

RED ⇧



The rate of people aged 65 and over whose needs are met through long term admission to residential or nursing care has continued to decrease for the second consecutive quarter.

Based on adult social care and KCC's intentions the target and threshold for this measure have been set at lower level for 2026/2027 (target based on 2024/2025 performance and upper threshold on South East ADASS regional delivery) As a result, performance is currently above both the target and upper threshold making this measure RAG rated Red.

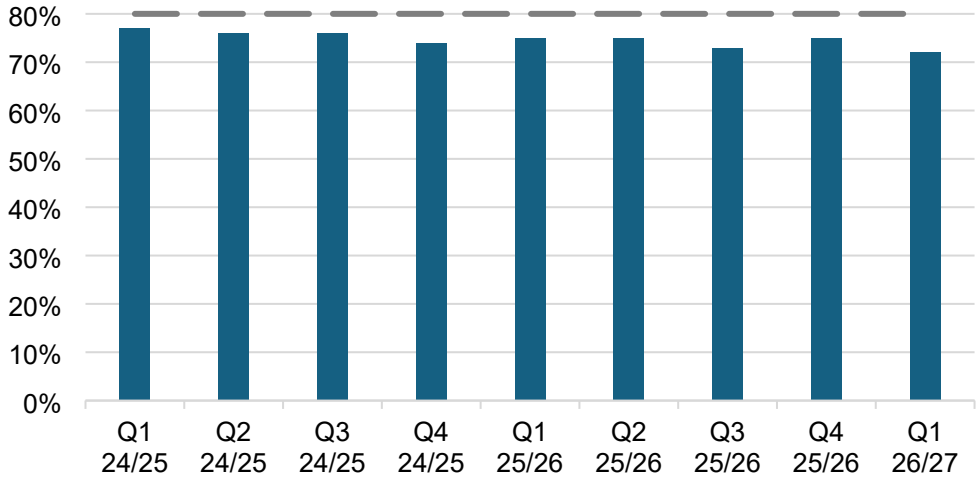
A **lower number indicates better performance** against this measure.

Data for the most recent quarters remains provisional and may be subject to change.

Target: 515	Upper Threshold: 560

ASC7: The percentage of Kent County Council supported people in residential or nursing where the Care Quality Commission rate is Good or Outstanding

RED ⇩



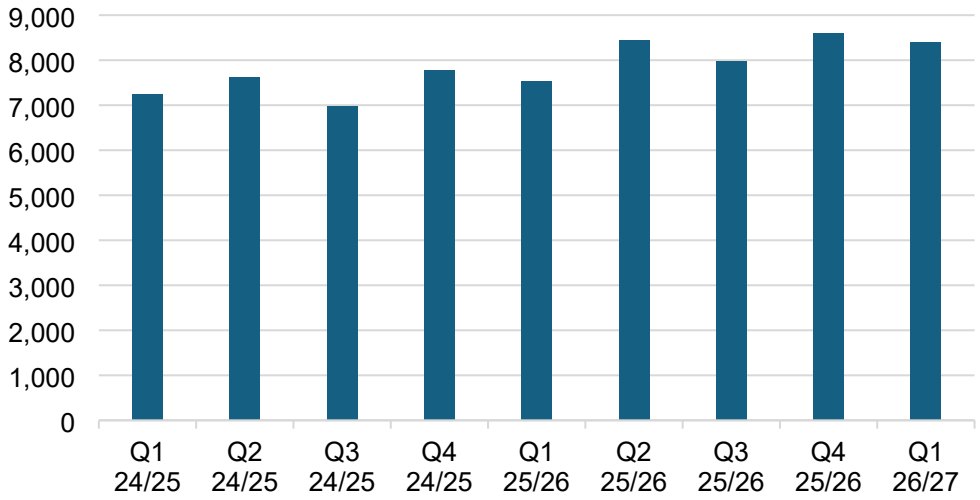
The percentage of Kent County Council supported people in residential or nursing care, where the Care Quality Commission rating is Good or Outstanding, has decreased to 72%. This moves the measure's RAG rating from Amber to Red.

Since last quarter the proportion of those rated requires improvement increase by 3%.

A **higher number indicates better performance** against this measure.

Target: 80%	Floor Threshold: 75%

ASC8: The number of people contacting Adult Social Care Connect



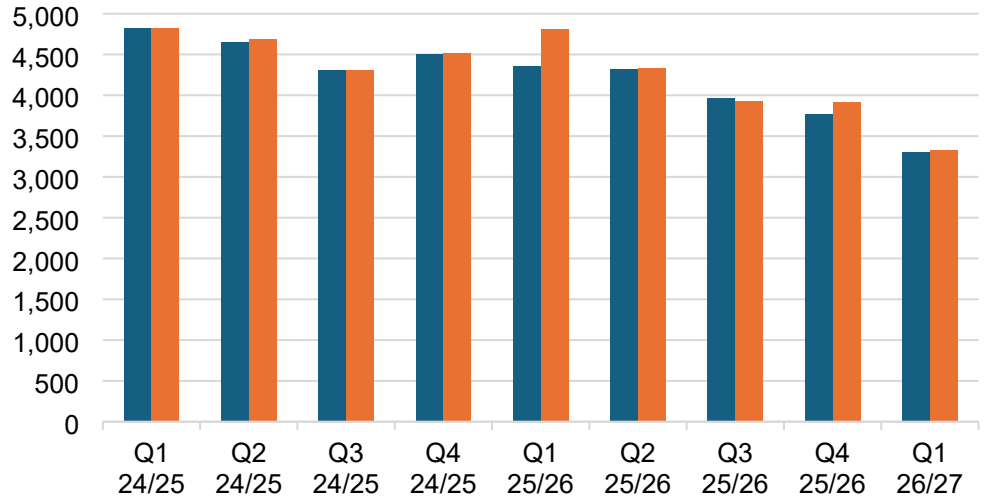
Quarter 1 saw a 2% decrease in the number of people making contact with Adult Social Care Connect.

The most common source of referrals were family members (24%), followed by self-referrals (20%).

The majority of contacts made were done so using the online web contact form (35%), then email (31%).

This is an activity measure only

ASC9: The number of Care Needs Assessments to be undertaken, and the number completed



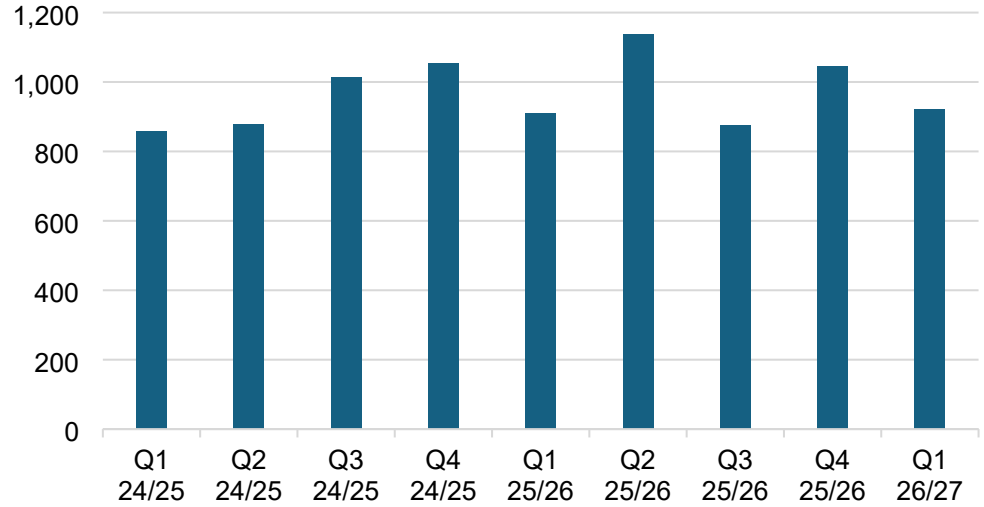
The number of new Care Needs Assessments required to be undertaken (incoming) has continued to decline for the 5th consecutive quarter, with just over 3,300 in Quarter 1.

The number of Care Needs Assessments completed has also decreased over four consecutive quarters, however for the last two quarters more have been completed than were incoming.

(Blue – Assessments to be undertaken)
(Orange – Assessments completed)

This is an activity measure only

ASC10: The number of carers supported with information, advice or guidance, or an assessment

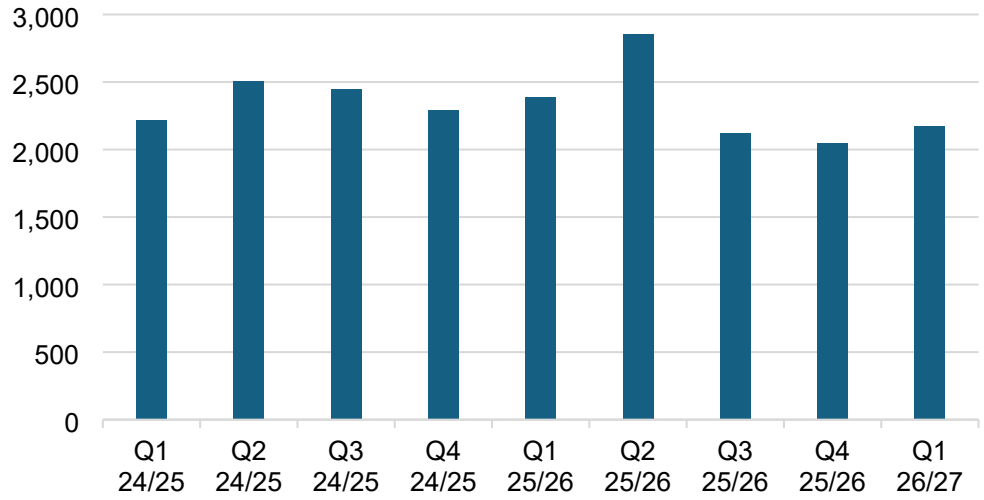


The number of carers supported through information, advice, guidance, or an assessment fell by 12% compared with the previous quarter.

However, similar quarter on quarter movements can be observed during the previous financial year, indicating a potential trend.

This is an activity measure only

ASC11: The number of new support packages being arranged for people in the quarter



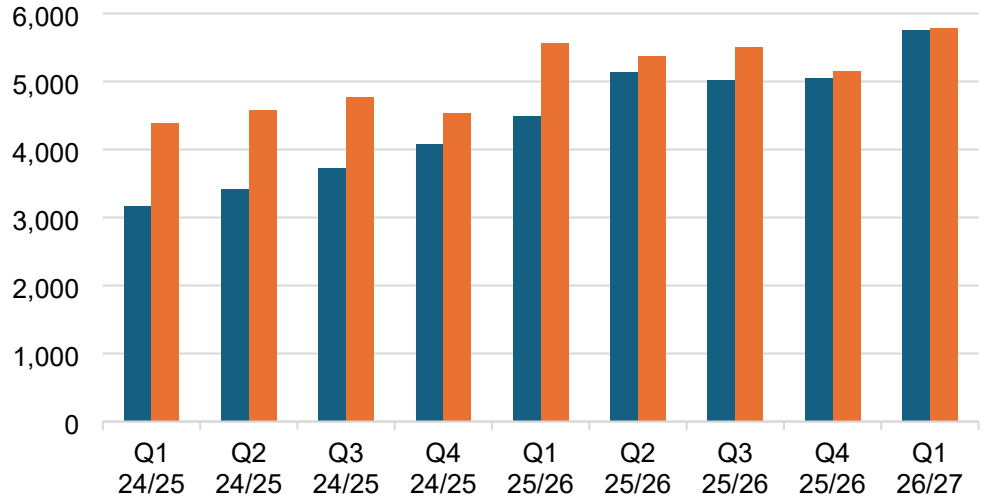
The number of new support packages being arranged for people in Quarter 1 has stayed steady for the third consecutive quarter. Over 2,100 packages were arranged in Quarter 2.

The most common type of support package arranged was Homecare (29%), followed by Short Term Beds (25%).

Data for the most recent quarters remains provisional and may be subject to change.

This is an activity measure only

ASC12: The number of people requiring a review and the number of reviews completed in the quarter



The number of people requiring a review (incoming) increased by 14% compared with the previous quarter, representing the highest recorded total and the first increase since Quarter 2 2025/2026.

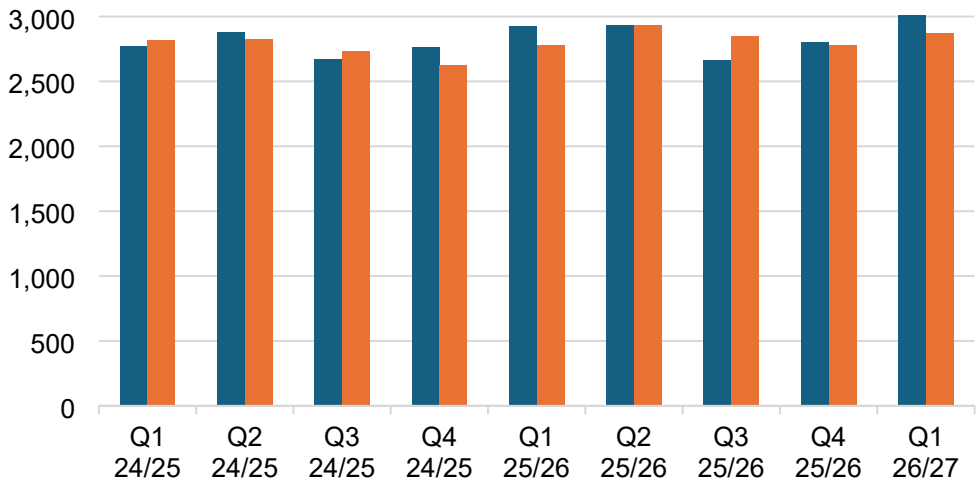
In response, teams across Adult Social Care completed 12% more reviews in Quarter 1 than in the previous quarter. This is the highest number of reviews completed in the past two years, demonstrating a strong operational response to rising demand.

This measure includes both first and ongoing reviews.

(Blue – Incoming Reviews)
(Orange – Reviews completed)

This is an activity measure only

ASC13: The number of Occupational Therapy Assessment referrals received and the number completed



The number of Occupational Therapy Assessment referrals received has continued to increase for the second consecutive quarter (over 3,000 in Quarter 1)

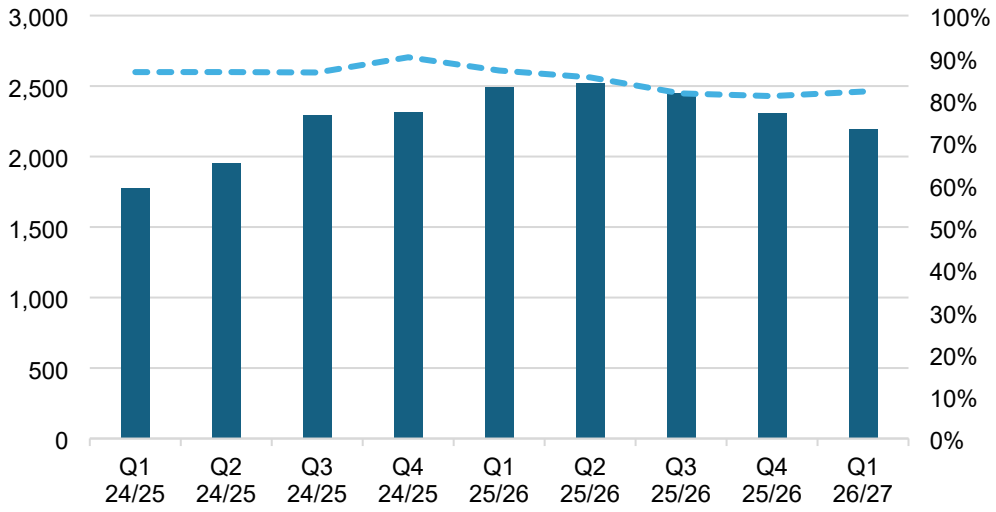
The number of Occupational Therapy Assessments completed has also risen by 3% compared with the previous quarter.

Referrals received are at their highest level recorded in the past two financial years, while completed referrals are at their second highest level over the same period.

(Blue – Referrals received)
(Orange – Referrals completed)

This is an activity measure only

ASC14: The number of people receiving Kent Enablement at Home, and the average percentage decrease in need



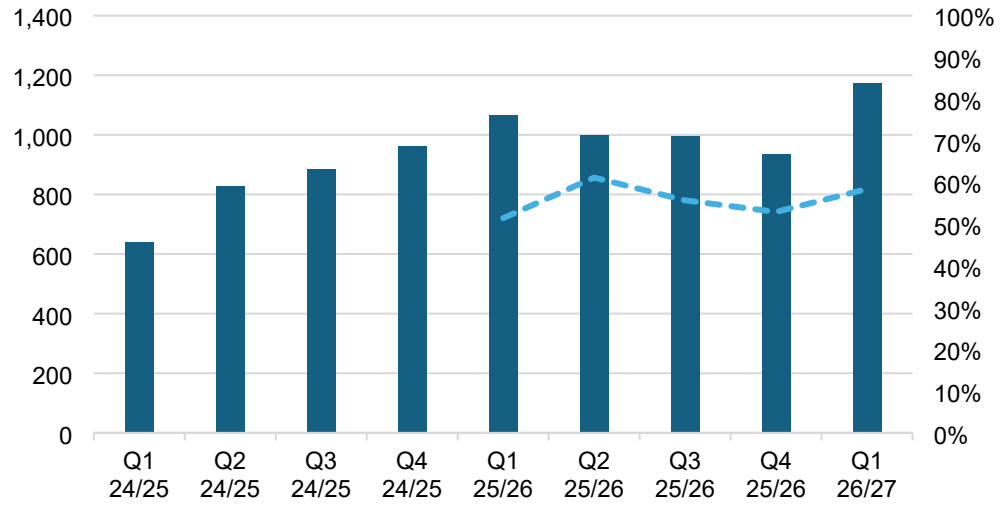
The number of people receiving support from Kent Enablement at Home has decreased for the third consecutive quarter since the peak recorded in Quarter 2. Despite this reduction, the service received 2,516 referrals in Quarter 1, demonstrating continued demand.

This measure includes a new addition for 2026/2027 which tracks the average percentage reduction in need following Kent Enablement at Home involvement. Outcomes achieved through the service have improved, with the average reduction in need following support increasing by 1% when compared to the previous quarter.

(Bar – Number of people)
(Line – Percentage decrease)

This is an activity measure only

ASC15: The number of people receiving Kent Enablement Service, and the average percentage decrease in need.



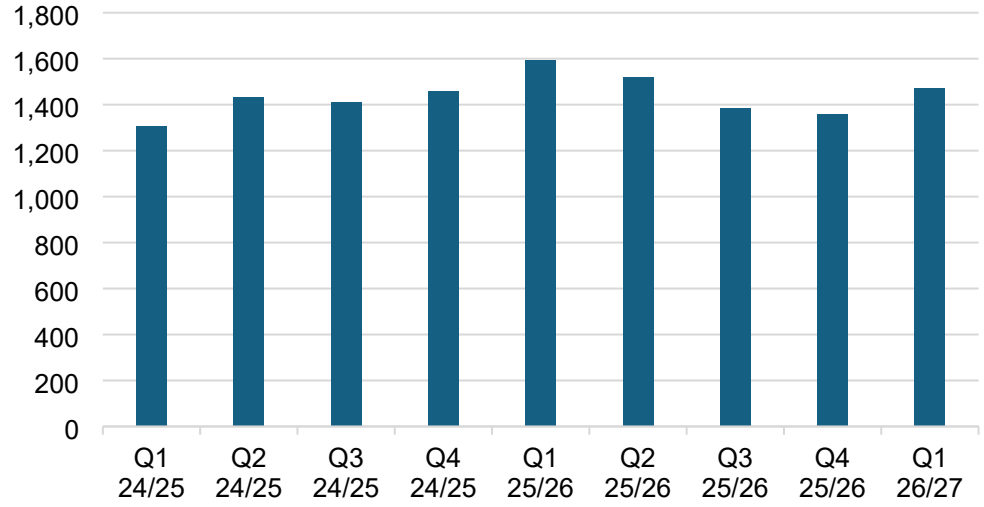
The number of people supported by the Kent Enablement Service increased by 26% compared with the previous quarter. This is the highest reported figure in the last two financial years, at over 1,170 people.

This measure includes a new addition for 2026/2027 which tracks the average percentage reduction in need following Kent Enablement Service involvement. Service outcomes have improved, with the average reduction in need following support increasing by 5% when compared to the previous quarter.

(Bar – Number of people)
(Line – Percentage decrease)

This is an activity measure only

ASC16: The number of people in Short Term Beds



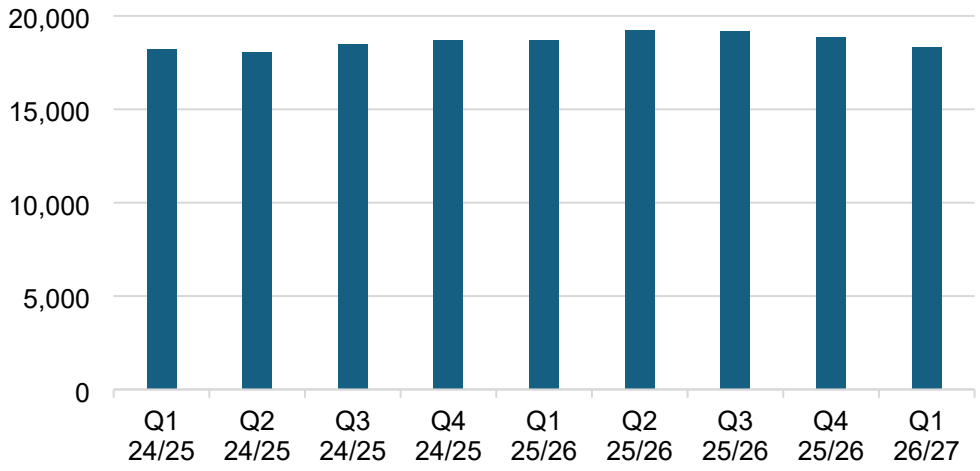
The number of people placed in a Short Term Bed increased by 8% compared with the previous quarter, representing the first increase since Quarter 1 2025/2026.

However the number of people in a Short Term Bed is lower than the previous Quarter 1, which is the intention of adult social care.

Data for the most recent quarters remains provisional and may be subject to change.

This is an activity measure only

ASC17: The number of people in Long Term services



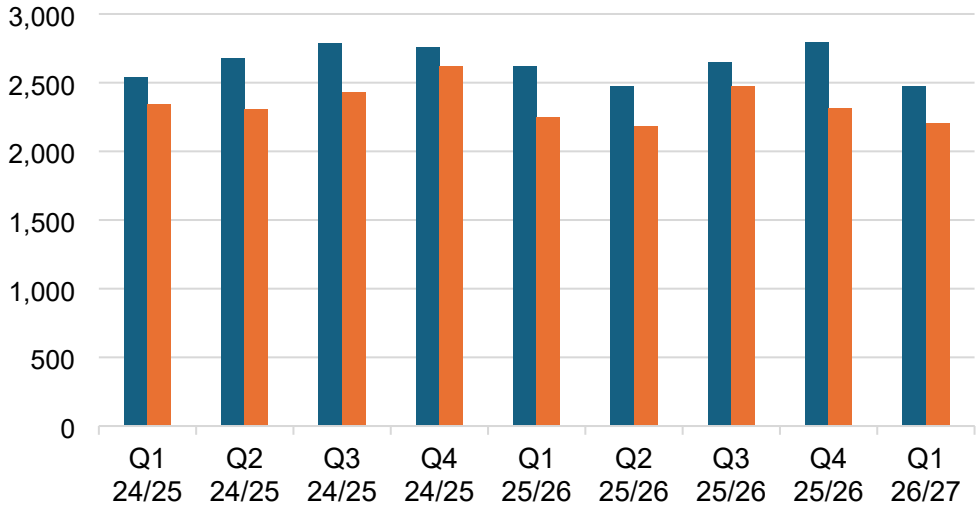
The number of people in Long Term Services has decreased by 3% since last quarter.

During Quarter 1, 30% of individuals were in residential or nursing placements, with the remaining 70% being supported in the community.

Data for the most recent quarters remains provisional and may be subject to change.

This is an activity measure only

ASC18: The number of Deprivation of Liberty Safeguards applications received and completed



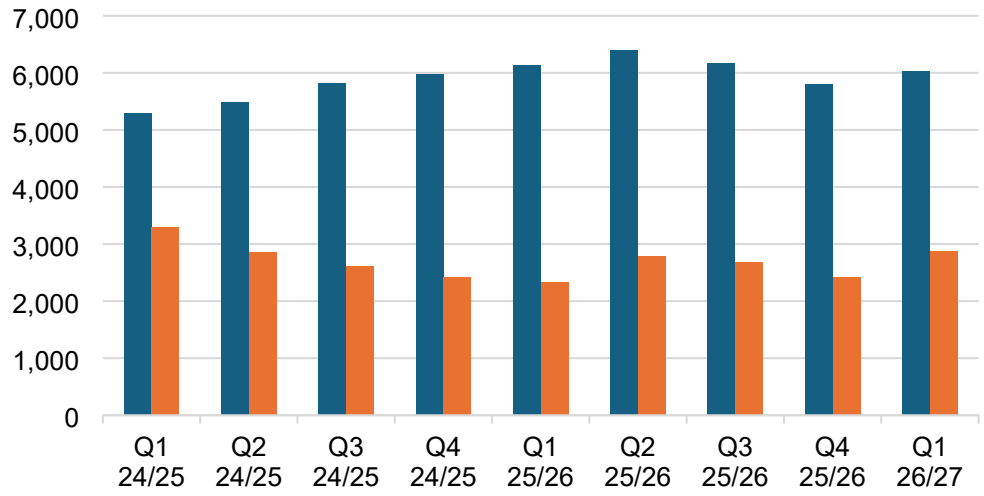
Quarter 1 saw an 11% decrease in the number of Deprivation of Liberty Safeguards (DoLS) applications received, marking the first reduction recorded in the past two quarters.

The number of completed DoLS applications also decreased by 5% compared with the previous quarter. This is the second consecutive quarter in which completions have fallen.

(Blue – Applications received)
(Orange – Applications completed)

This is an activity measure only

ASC19: The number of safeguarding concerns received and total safeguarding work open on the last day of the quarter



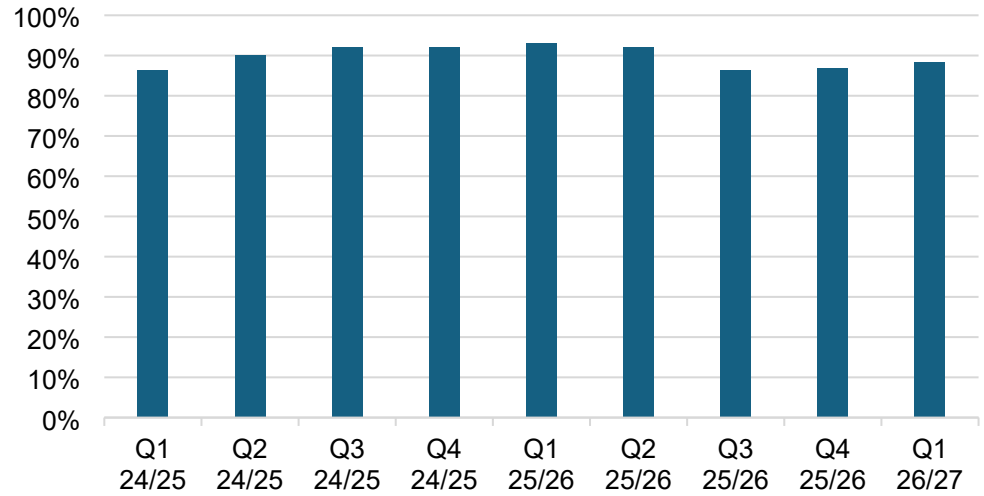
The number of safeguarding concerns received increased by 4% compared with the previous quarter, with June representing the busiest month of the quarter.

As a result, the volume of safeguarding work open at the end of the quarter has also increased and is now at its second highest level recorded over the past two financial years.

(Blue – Concerns received)
(Orange – Open work)

This is an activity measure only

ASC20: Making Safeguarding Personal: Expressed desired outcomes that were fully or partially achieved



In the most recent quarter, 88% of outcomes were either fully or partially achieved which represents an ongoing improvement on the previous two quarters.

Despite some fluctuation over the reporting period, performance remains broadly in line with historical levels.

This is a new measure for 2026/2027, replacing the previous Safeguarding outcomes KPI. The change is in line with the quarterly reporting requirements of Kent and Medway Safeguarding Adults Board.

This is an activity measure only

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From:	Jamie Henderson, Cabinet Member for Environment, Coastal Regeneration and Public Health Dr Anjan Ghosh, Director of Public Health
To:	Adult Social Care and Public Health Cabinet Committee – 24 September 2026
Subject:	**Performance of Public Health Commissioned Services (Quarter 1 2026/2027)**
Classification:	Unrestricted
Previous Pathway of Paper:	None
Future Pathway of Paper:	None
Electoral Division:	All

Summary: This paper provides the Adult Social Care and Public Health Cabinet Committee with an overview of the activity and Key Performance Indicators for Public Health commissioned services.

In the latest available quarter, April to June 2026, of 14 Red-Amber-Green (RAG) related quarterly Key Performance Indicators, six were Green (met or exceeded target), four were Amber (below target but above the floor threshold), and two were Red (below the target and below the floor threshold). These are detailed below:

- PH01: Number of the eligible population aged 40–74 years old receiving an NHS Health Check
- PH38: Number (%) of people signing-up to One You Kent services being from the most deprived areas in Kent

Two Key Performance Indicators were not available at the time of writing this report. This is detailed below:

- PH06: Number of adults accessing structured treatment Substance Misuse Services
- PH03: Number (%) of people successfully completing drug and/or alcohol treatment of all those in treatment

Recommendation(s): The Adult Social Care and Public Health Cabinet Committee is asked to **NOTE** the performance of Public Health commissioned services in Quarter 1 (Q1) 2026/2027.

1. Introduction

1.1. A core function of the Adult Social Care and Public Health Cabinet Committee is to review the performance of services that fall within its remit. This paper

provides an overview of the Key Performance Indicators (KPI) for the Public Health services commissioned by Kent County Council (KCC) and includes the KPIs presented to Cabinet via the KCC Quarterly Performance Report (QPR).

1.2. Appendix 1 contains the full table of KPIs and performance over the most recent five quarters. This table includes benchmarking (England, region, nearest neighbour) where available.

2. Overview of Performance

2.1. Six of the 14 quarterly KPIs remain above target and were RAG rated Green, four were below target although did achieve the floor standard (Amber) and two were below target and did not achieve the floor standard (Red). Regarding the KPIs RAG rated Amber and Red, commissioners will continue to work with providers to improve performance. The Red KPIs are detailed below:

- Number of the eligible population aged 40–74 years old receiving an NHS Health Check
- Number (%) of people signing-up to One You Kent services being from the most deprived areas in Kent

Two KPIs were not available at the time of writing this report. These are detailed below:

- Number of adults accessing structured treatment Substance Misuse Services
- Number (%) of people successfully completing drug and/or alcohol treatment of all those in treatment

3. Health Visiting

3.1. The Health Visiting Service delivers the statutory requirements of the Healthy Child Programme on behalf of KCC, including the five mandated health and development reviews which take place at key developmental stages in a child's life: antenatal (after 28 weeks of pregnancy); new birth; 6–8 weeks; 9–12 months; and 2–2½ years.

3.2. In Quarter 1 2026/2027, the Health Visiting Service completed 16,935 mandated health and development reviews. This means that 68,029 out of 74,777 (91%) were completed on a 12-month rolling basis, which exceeds the 86% target. The performance in the current quarter is consistent with performance in previous quarters, reflecting the continued stability and resilience of the service while mobilising against requirements of the new contract, implemented in January 2026. This contract was awarded to the existing provider, Kent Community Health NHS Foundation Trust (KCHFT), under Provider Selection Regime (PSR) – Direct Award route C.

3.3. The new contract introduces a range of updated KPIs, including a new KPI focused on outcomes achieved by families participating in the Family Partnership Programme (FPP). In the current quarter, 87% of families participating in FPP met their own identified goal, exceeding the target of 80%.

3.4. The proportion of new birth health and development reviews delivered within 10–14 days of birth was 94%, meeting the target of 94%. Furthermore, 99% of new birth health and development reviews were delivered within 30 days of birth, demonstrating that the vast majority of families continue to receive timely reviews.

3.5. KCC has continued to excel in health visiting performance compared to other local authorities (LAs) in the South East region, according to the most recent data (Quarter 4 2025/2026) from the Office for Health Improvement and Disparities (OHID). During this period, Kent performed strongly in the delivery rates for the new birth health and development review (2nd of 19 LAs), 6–8 week reviews (3rd of 19 LAs), 12-month reviews by 15 months (3rd of 19 LAs), and the 2–2½ year reviews (2nd of 19 LAs). Additionally, Kent performance exceeded the average national, regional, and nearest neighbour benchmarks for all of these mandated health and development reviews, reflecting the sustained commitment to supporting children and families in Kent.

3.6. The following KPIs, originally proposed for reporting in 2026/2027, require additional time to improve data quality, ensuring performance can be reported accurately and appropriate benchmarking can be undertaken to better inform the internal target setting. This data will continue to be collected and analysed throughout 2026/2027, with the aim of commencing performance reporting in 2027/2028.

- PH32: Number (%) of pregnant women (targeted cohort) receiving an antenatal health and development review (face-to-face) by the Health Visiting Service

- PH33: Number (%) of pregnant women (universal cohort) receiving an antenatal health and development review (face-to-face, online, telephone) by the Health Visiting Service

- PH34: Number of active families on the Family Partnership Programme (FPP) caseload

4. Adult Health Improvement

4.1. During Quarter 1 2026/2027, 4,677 NHS Health Checks were delivered to the eligible population in Kent. This represents a decrease of 20% (1,154) from the 5,831 checks delivered in the previous quarter. This quarter, 18,379 first invitations were issued, compared with 22,898 in the corresponding period of the previous year. Consequently, 20% of the eligible population has been invited to an NHS Health Check in the year to date.

4.2. The delivery of NHS Health Checks was significantly affected during this quarter by a number of service changes, including the transition to new provider arrangements for the Health Checks Outreach Service, the insourcing of programme management functions, and the move to KCC direct contracts for GP practices from April 2026. Collectively, these changes impacted service capacity and activity levels, contributing to the reduction in the number of health checks delivered.

4.3. There are currently 111 GP practices fully signed up and delivering health checks, with the Primary Care team continuing to build strong relationships to support delivery. As the new arrangements become established, activity levels are expected to increase over the coming quarters, with health check delivery improving throughout 2026/2027. To support engagement and raise public awareness of the new invitation route (SMS text-message invitations), a communications campaign is planned for September 2026.

4.4. In Quarter 1 2026/2027, the Stop Smoking Service supported 707 of 1,134 people setting a quit date to successfully quit smoking, achieving a quit rate of 62% (Green). In the current quarter, the core service provider has changed from KCHFT to ABL Health Limited. Initial service delivery was affected by staff consultation and workforce transfer arrangements associated with the provider transition; however, as restructuring and recruitment have progressed, capacity within the service has increased.

4.5. Delivery of the Cessation of Smoking Trial in the Emergency Department (CoSTED) programme within acute hospitals also transferred successfully to ABL Health Limited during the quarter. Following a short transition period, the service has resumed this quarter, supported by effective collaboration between the former (Everyone Health) and new providers. Reporting arrangements are being developed to enable monitoring of smoking cessation outcomes generated through this pathway. Targeted work with the Lung Cancer Screening programme has also recommenced, and a fast-track referral process is being developed.

4.6. In Quarter 1 2026/2027, the One You Kent (OYK) Lifestyle Service engaged with 979 (43%) people from Quintiles 1 & 2, below the 55% target. Lower referral numbers across the service, particularly in East Kent, were anticipated for the current quarter due to the transition between providers following the re-procurement of the service. The provider has worked proactively to minimise the effect on referrals and, through a continued focus on improving access for residents in Quintiles 1 & 2, performance is expected to improve during 2026/2027. The new East Kent provider has made a positive start and is already developing partnerships, including with Family Hubs and the voluntary, community and social enterprise (VCSE) sector, which are expected to increase referrals from these areas.

4.7. Of those completing the weight loss programme in Quarter 4 2025/2026 (reported with a one-quarter reporting lag), 95% achieved weight loss, which exceeds the target of 75%. Service user feedback continues to evidence the value that those participating in the programme place on the changes that they have been supported to make through engagement with the OYK programme.

5. Sexual Health

5.1. In Quarter 1 2026/2027, 99.5% of eligible patients were offered an appropriate STI screen and – excluding online referrals – 79% received one, slightly below the 80% target. Additionally, 16,222 face-to-face and virtual sexual health appointments were attended, representing an increase of 8% (+1,210) compared to the corresponding period of the previous year, demonstrating

sustained demand for services. A revised suite of KPIs and performance measures has been developed as part of the new Integrated Sexual Health contracts. These measures provide a more robust and outcomes-focused framework for assessing service performance and monitoring progress against intended service outcomes.

5.2. In this quarter, 9,787 home testing kits were ordered through the online STI testing service, while 1,866 Long-Acting Reversible Contraception (LARC) procedures were reported in General Practice so far. The LARC service is currently being recommissioned and the new contract will commence on 01 December 2026.

5.3. In addition, 69 people completed a course of psychosexual therapy, with 100% reporting an improvement in their presenting problem. These figures demonstrate the continued ability of providers to respond to and meet strong levels of demand across a range of sexual health interventions.

5.4. The Dover Discovery Centre sexual health clinic, which opened in Quarter 4 2025/2026, continued to operate effectively and is now considered an established site, further enhancing access for the local population. In addition, work is progressing within the West Kent service to secure a mobile sexual health clinic, improving access to services for underserved communities.

6. Drug and Alcohol Services

6.1. The Adult Community Drug and Alcohol Services data for Quarter 1 2026/2027 had not been released at the time of reporting.

6.2. Support for those who engage in chemsex (sexual activity, predominantly between men, while under the influence of drugs) is developing as a growing area of focus across Kent, with increasing awareness among partners and recognition of the complexity of associated needs. The Forward Trust, the East Kent service provider, has an established chemsex pathway, which it continues to develop and publicise. Change Grow Live, the West Kent service provider, is undertaking service redesign work as part of a national programme to improve accessibility to treatment and support and provides dedicated harm reduction packs.

6.3. Across Kent, hubs are delivering dedicated women’s support groups, providing safe, gender-specific spaces where women can discuss issues related to substance use, recovery, and wellbeing with others who share similar experiences. These groups form an important part of the treatment offer, recognising that women often face distinct barriers to accessing and engaging with structured treatment, including childcare responsibilities, experiences of abuse, concerns about personal safety, and fear of stigma or judgement. Such gender-specific groups have been shown to improve engagement, retention, and outcomes by creating a supportive environment tailored to these needs.

6.4. In Quarter 1 2026/2027, 78% of young people exited treatment in a planned way. This represents 60 planned exits, 14 unplanned exits, and 3 transfers. Performance was slightly below target for both those aged under 18 (83%

against a target of 85%) and over 18 (68% against a target of 70%), reflecting the fluctuations typically reported throughout the year. All unplanned closures are reviewed by a manager to ensure that all reasonable attempts have been made to re-engage the young person. This includes contact via phone calls, text messages, letters, and where appropriate liaison with the referrer.

6.5. At the end of the current quarter, 169 young people had accessed the structured treatment service, including 102 aged under 18 and 67 over 18 (18–24). These measures are reported cumulatively across the financial year and are currently on track to achieve the respective annual targets. Of the 14 young people who accessed structured treatment and provided feedback, 100% rated the programme as 'good' (target = 90%).

7. Mental Health and Wellbeing Service

7.1. In Quarter 1 2026/2027, 99.6% of Live Well Kent and Medway clients would recommend the service to family, friends, or someone in a similar situation, exceeding the target of 98%. In this quarter, Live Well Kent and Medway received 2,094 referrals countywide. Timely access to support was maintained, with people generally starting support within seven working days of referral. Wellbeing outcomes remained strong, with 88.8% of people showing improved or maintained wellbeing scores using the DIALOG scale, slightly below the 89% target. Additionally, a new domestic abuse Mental Health Recovery Pathways service was launched in partnership with the Kent Integrated Domestic Abuse Service (KIDAS) and safer accommodation partners, supporting 24 residents to achieve significant mental health goals in its first quarter. During the current quarter, six new delivery network partners began delivering countywide perimenopause peer support groups, expanding the support available through the Live Well network.

8. Conclusion

8.1. Six of the 14 KPIs remain above target and were RAG rated Green, four were below target although did achieve the floor standard (Amber), and two were below target and did not achieve the floor threshold (Red).

8.2. Regarding the KPIs RAG rated Amber and Red, commissioners will continue to work with providers to improve performance. It is important to note that a key driver of the recent decline in performance is linked to the changes resulting from re-procurement activity. A temporary drop in performance is typical during periods of mobilisation and change, and it is anticipated that performance, outcomes and value for money will improve as new providers embed and fully establish service delivery.

9. Recommendation

9.1. **Recommendation(s):** The Adult Social Care and Public Health Cabinet Committee is asked to **NOTE** the performance of Public Health commissioned services in Quarter 1 2026/2027.

10. Background Documents

10.1. None

11. Appendices

11.1. Appendix 1: Public Health commissioned services KPIs and activity.

12. Report Author(s)

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Appendix 1: Public Health Commissioned Services: Key Performance Indicators Dashboard

Indicator Description	Target 25–26	Target 26–27	Q1 25–26	Q2 25–26	Q3 25–26	Q4 25–26	Q1 26–27	DoT	Benchmarking [1] England	Region	Neighbour
► Health Visiting											
PH29: No. (%) of mandated health and development reviews delivered by the Health Visiting Service (12 month rolling)	86%	86%	66,831 88% (G)	66,846 88% (G)	66,900 88% (G)	67,620 89% (G)	68,029 91% (G)	▲	-	-	-
PH15: No. (%) of new birth health and development reviews delivered by the Health Visiting Service within 10–14 days of birth	95%	94%	3,663 94% (A)	3,840 95% (G)	3,798 96% (G)	3,327 93% (A)	3,541 94% (G)	▲	86%	86%	87%
PH35: % of Family Partnership Programme (FPP) families who met their own identified goal	NA	80%	NCA	NCA	NCA	NCA	87% (G)	–	-	-	-
► Substance Misuse Treatment											
PH36: No. (%) of young people (under 18) exiting specialist Substance Misuse Services with a planned exit	NA	85%	50 85%	40 82%	42 91%	23 82%	43 83% (A)	–	-	-	-
PH37: No. (%) of young people (over 18) exiting specialist Substance Misuse Services with a planned exit	NA	70%	39 81%	21 64%	28 70%	38 90%	17 68% (A)	–	-	-	-
PH06: No. of adults accessing structured treatment Substance Misuse Services (12 month rolling)	5,770	5,949	5,656 (A)	5,774 (G)	5,853 (G)	6,015 (G)	NCA	▲	-	-	-
PH03: No. (%) of people successfully completing drug and/or alcohol treatment of all those in treatment (12 month rolling)	28%	28%	1,608 28% (G)	1,673 29% (G)	1,690 29% (G)	1,642 27% (A)	NCA	▼	22%	24%	23%
► Lifestyle and Prevention											
PH01: No. of the eligible population aged 40–74 years old receiving an NHS Health Check (12 month rolling)	31,000	31,000	32,840 (G)	31,376 (G)	29,877 (A)	26,877 (A)	23,685 (R)	▼	-	-	-
PH26: No. of people setting a quit date with Smoking Cessation Services (cumulative)	7,599	11,639	1,941	3,619	5,278	7,079	1,134	–	-	-	-
PH11: No. (%) of clients quitting at 4 weeks, having set a quit date with Smoking Cessation Services	55%	55%	1,023 53% (A)	935 56% (G)	955 58% (G)	983 55% (A)	707 62% (G)	▲	53%	52%	54%
PH38: No. (%) of people signing-up to One You Kent services being from the most deprived areas in Kent	NA	55%	NCA	1,729 49%	1,451 49%	808 46%	979 43% (R)	–	-	-	-
PH39: No. (%) of completers that have lost weight at the end of the Weight Loss Programme within the quarter	NA	75%	389 91%	290 88%	198 92%	349 95% (G)	NCA	–	-	-	-
► Sexual Health											
PH40: No. (%) of all eligible patients (at any clinic, excluding online referrals) receiving an appropriate STI screen	NA	80%	4,534 78%	5,014 79%	4,929 81%	4,953 79%	5,069 79% (A)	–	-	-	-
► Mental Wellbeing											
PH22: No. (%) of Live Well Kent and Medway clients who would recommend the service to family, friends, or someone in a similar situation	98%	98%	603 99.2% (G)	713 99.4% (G)	941 99.7% (G)	942 99.4% (G)	903 99.6% (G)	◄►	-	-	-
PH41: No. (%) of people improving or maintaining in the DIALOG scale score [2]	NA	89%	1,216 88%	1,115 90%	1,045 88%	950 87%	959 88.8% (A)	–	-	-	-

[1] The benchmarking figures represent the latest available data and may not reflect the quarter reported in this paper. The 'Region' (South East) benchmark is determined from the Bracknell Forest, Brighton and Hove, Buckinghamshire, East Sussex, Hampshire, Isle of Wight, Kent, Medway, Milton Keynes, Oxfordshire, Portsmouth, Reading, Slough, Southampton, Surrey, West Berkshire, West Sussex, Windsor and Maidenhead, and Wokingham LAs. The 'Neighbour' benchmark reflects the statistical neighbours for Kent determined by NHS England Nearest Neighbour Model: Cheshire West and Chester, Essex, Gloucestershire, Hampshire, Hertfordshire, Kent, Lancashire, Leicestershire, Norfolk, Nottinghamshire, South Gloucestershire, Staffordshire, Suffolk, Warwickshire, West Sussex, Worcestershire.

[2] The DIALOG scale is a structured tool used to measure a person's quality of life and satisfaction across key wellbeing domains.

Public Health Commissioned Services: Annual Activity

Indicator Description	2020/21[3]	2021/22	2022/23	2023/24	2024/25	2025/26	DoT	Benchmarking [1] England	Region	Neighbour
► National Child Measurement Programme										
PH09: Participation rate of Year R (aged 4–5 years) pupils in the National Child Measurement Programme	85% (G)	88% (A)	93% (G)	96% (G)	95% (G)	NCA	▼	95%	95%	-
PH10: Participation rate of Year 6 (aged 10–11 years) pupils in the National Child Measurement Programme	9.8% (A)	87% (A)	90% (G)	95% (G)	94% (G)	NCA	▼	94%	94%	-
► Lifestyle and Prevention										
PH05: No. receiving an NHS Health Check over the 5-year programme (cumulative 2018/19–2022/23, 2023/24–2027/28) [4]	79,583	96,323	121,437	31,379	64,866	91,743	–	-	-	-
► Sexual Health										
PH07: No. accessing KCC-commissioned Sexual Health Service clinics	58,457	65,166	58,012	61,508	61,360	62,810	▲	-	-	-

[3] In 2020/21, following the re-opening of schools, the Secretary of State for Health and Social Care, via Public Health England (PHE), requested that local authorities use the remainder of the academic year to collect a 10% sample of children in the local area. PHE developed guidance to assist local authorities in achieving this sample and provided the selections of schools. At the request of the Director of Public Health, Kent Community Health NHS Foundation Trust prioritised the Year R programme.

[4] This indicator is measured cumulatively over a five-year period to assess delivery of the NHS Health Check programme.

Key(s)

RAG Ratings

	Green: Target has been achieved
	Amber: Floor standard achieved but target has not been met
	Red: Floor standard has not been achieved
	New indicator - not RAG rated at time of reporting
NCA	Not currently available

DoT (Direction of Travel) Alerts

▲	Performance has improved
◄ ►	Performance has remained the same
▼	Performance has worsened
–	No performance direction

Relates to the two most recent timeframes

Data Quality Note

All data included in this report for the current financial year is provisional unaudited data and is categorised as management information. All current in-year results may therefore be subject to later revision.

From:	Georgia Foster, Cabinet Member for Adult Social Care Helen Woodland, Corporate Director, Adult Social Care and Health
To:	Adult Social Care and Public Health Cabinet Committee – 24 September 2026
Subject:	**Community Wellbeing Service for Adults with Sensory Needs**
Key Decision:	Yes
Decision no:	**26/00056**
Classification:	Unrestricted
Past Pathway of report:	N/A
Future Pathway of report:	Cabinet Member decision
Electoral Division:	All

Is the decision eligible for call-in? *Yes*

Summary: This report outlines the proposal to recommission the Community Wellbeing Service for Adults with Sensory Needs and to extend the current contract by three months to enable procurement and mobilisation of the new service. The recommissioned service will continue to provide specialist preventative support for adults with sensory impairments, helping people maintain independence, reduce social isolation and remain connected to their communities. The proposal supports the Council's statutory duties, prevention priorities and commitment to improving outcomes for Kent residents with sensory needs.

Recommendations: The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

1. Introduction

1.1 Wellbeing Services are commissioned services which aim to help people take a proactive approach to their health and wellbeing, increase independence, and prevent, reduce or delay the need for additional care and support services.

1.2 The Community Wellbeing Service for Adults with Sensory Needs supports people who are aged 18 and over with a sensory impairment, including people

who are blind, partially sighted, Deaf, Deafblind, living with hearing loss, and people who use British Sign Language (BSL).

1.3 Kent County Council (KCC) last commissioned Community Wellbeing Services for Adults with Sensory Needs in 2021/2022, and with no permitted extensions remaining, the contract will reach the end of its permitted term on 31 March 2027. It is therefore necessary to commission a new service. Engagement has been undertaken with providers, people with lived experience and staff to co-design the new Community Wellbeing Service for Adults with Sensory Needs offer.

1.4 The proposal to seek a three-month extension to the current contract is required to facilitate the completion of the procurement process and provider mobilisation and does not represent a change to the service scope. The extension will allow sufficient time for completion of the procurement process, contract award, any applicable standstill period and a comprehensive mobilisation period to support safe transition of services. This approach will maintain compliance with procurement legislation and the Council's governance requirements while ensuring continuity of service for residents.

1.5 Procurement and mobilisation will take place from November 2026 to June 2027, with the new service delivery commencing from July 2027. It is proposed that the new contract will run for an initial period of two years, with two optional extension periods of one year. The proposed contract term balances provider stability and investment confidence with flexibility to respond to Local Government Reorganisation, Neighbourhood Health developments and future commissioning requirements.

2. Background

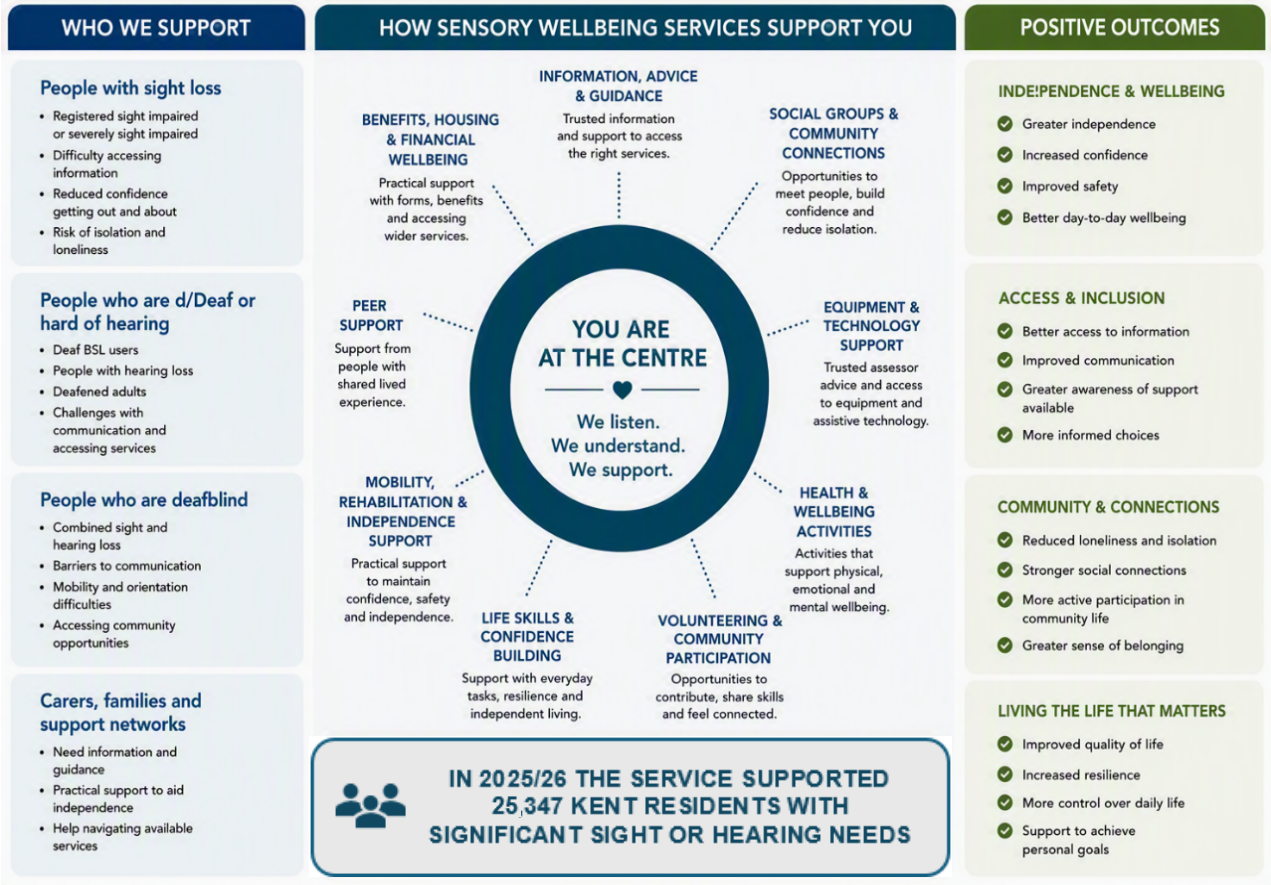
2.1 The Community Wellbeing Service for Adults with Sensory Needs will support wellbeing and independence. This is achieved by, including but not limited to: peer groups, physical activities, providing information (e.g. about support in the local community and how to manage money and benefits), supporting people to live safely in their own home, and supporting individuals to access and use relevant technology where appropriate. There is also recognition of the different levels of intensity, duration and specialist skill required for visual impairment rehabilitation, hearing loss support, Deaf BSL provision, Deafblind assessment and community-based support for people with combined or complex sensory needs.

2.2 The provider will maintain the Vision Impairment Register on behalf of KCC. The register records adults who are certified as sight impaired or severely sight impaired and choose to be registered. Under Section 77 of the Care Act 2014, local authorities are required to establish and maintain such a register. Maintaining the register supports KCC to meet its statutory duties, identify residents who may require support, and plan and commission appropriate services for people with visual impairments.

2.3 These services are part of KCC's broader approach to preventing, reducing and delaying the need for care and support.

2.4 The current service supported approximately 25,347 Kent residents during 2025/2026, demonstrating its significant role within KCC's wider prevention offer for adults with sensory impairments.

2.5 The infographic below shows how the service supports people.



2.6 The recommissioning does not propose any reduction in eligibility, access or availability of support for current or future people who access the services.

3. Market, Stakeholder and Public Engagement

3.1 Between November 2025 and March 2026, seventeen engagement sessions, with representation from a wide range of external and internal stakeholders, were delivered through a combination of in-person and virtual meetings and workshops. These sessions have informed the design of the future service

3.2 The key findings from the events, were that services should:

- Be person centred and fully accessible
- Aim to reduce duplication and work in partnership with other services
- Include peer support and volunteering opportunities
- Include multiple support options
- Recognise transport barriers

3.3 People with lived experience will continue to play a role in the procurement, mobilisation and contract management.

3.4 A further engagement session held in June 2026, gave providers the opportunity to help shape the proposed Key Performance Indicators (KPIs) and wider performance management approach for the new contract.

4. Options considered and dismissed, and associated risk

4.1 Before deciding on the preferred way forward, the following options were considered:

Option Overview	Reason for Discounting / Carried Forward
Option 1: Do nothing / allow contract to expire Maintain the existing Community Wellbeing contracts until they expire on 31 March 2027	**Discounted** because: • Although this option avoids a further procurement commitment, it creates significant service continuity risk and would require alternative arrangements to ensure eligible needs continue to be met. Risks disruption for people using specialist services and destabilisation of existing provision.
Option 2: Bring service in-house KCC providing the service in house and remove the need for externally commissioned providers.	**Discounted** because: • Could provide greater direct control and integration. However, this option would require workforce recruitment, specialist capability, infrastructure and ongoing management capacity. This is unlikely to provide sufficient flexibility or value for money at the scale required.
Option 3: Re-procure and bring together all of the current wellbeing services into one contract Bring the sensory wellbeing service into a single contract with other wellbeing services (55+, dementia and physical disability).	**Discounted** because: • This option could reduce duplication and provide a more consistent contractual approach. However, there is a material risk that specialist Deaf, Deafblind, BSL and visual impairment expertise becomes diluted within a broader service model.
Option 4: Re-procure the service and separate from other wellbeing service contracts A stand-alone contract for the specialist delivery of community wellbeing services for those with sensory needs.	**Recommended option –** • Market engagement consistently demonstrated the importance of preserving specialist Deaf, Deafblind, BSL and visual impairment expertise within a dedicated service model. A standalone contract provides the greatest assurance that this expertise remains visible, prioritised and appropriately resourced.

4.2 The preferred option is to re-procure a stand-alone contract for the specialist delivery of community wellbeing services for those with sensory needs. Following discussion with the Commercial and Procurement Division (CPD), a

time-limited three-month extension to the current contract is required to maintain service continuity, support mobilisation of the new service and ensure the Council continues to meet its statutory duties.

5. How the proposed decision supports the Council's Strategic Statement

5.1 This proposal supports the priorities set out in Reforming Kent 2025-28 by strengthening the Council's preventative approach, helping adults with sensory impairments maintain independence, reduce social isolation, build community resilience and delay or avoid the need for more intensive health and social care support.

5.2 The proposed model aligns with the Council's strategic shift towards prevention and early intervention, supporting better outcomes, greater independence, stronger community resilience, and reduced reliance on higher-cost statutory services. Delivery will be based on partnership working with local communities, the Voluntary, Community and Social Enterprise (VCSE) sector, health partners, and other organisations to provide integrated, person-centred support.

5.3 Overall, investment in sustainable community wellbeing services will help residents remain independent and socially connected for longer, while delivering value for money through reducing reliance on more intensive support services. The proposal also supports the Council's commitment to improving outcomes for vulnerable residents by ensuring continued access to specialist support for people who are blind, partially sighted, Deaf, Deafblind or living with hearing loss. Through a preventative approach, the service will reduce social isolation, support participation in community life, improve wellbeing and help residents maintain independence.

6. Service Specification

6.1 The Service Specification clearly outlines the vision of the service and the approach.

'***People in Kent will have easier access to information and services in their communities, helping them to lead fulfilled, healthy and independent lives for longer.'***

6.2 The Service Specification sets out a holistic, flexible and person-centred approach that supports people with sensory impairments to maintain independence, wellbeing and community connections. The service will provide information and advice; wellbeing and resilience support; peer support opportunities; social and community inclusion activities; support to access benefits and financial wellbeing advice; guidance on assistive technology and equipment; Deaf BSL support; Deafblind support; visual impairment rehabilitation; volunteering opportunities; and signposting to relevant health, care and community services. The specification also promotes asset-based community development by helping people access local resources, strengthen social networks and build confidence to remain independent.

6.3 To ensure clear accountability and avoid duplication, the Community Wellbeing Service for Adults with Sensory Needs will provide preventative, community-based support and will operate alongside other commissioned and statutory services. The service will not undertake functions which sit within Adult Social Care, commissioned care and support services, or other separately commissioned specialist services. Where individuals are identified as requiring additional assessment, care or support, providers will make appropriate referrals and signpost people to relevant services in accordance with agreed pathways.

6.4 The service will identify and engage unpaid carers where appropriate, providing information, advice and signposting. Providers will work collaboratively with the commissioned Carers' Support Service to ensure carers are aware of, and can access, specialist support.

6.5 Key considerations which informed the future service design and delivery requirements are outlined below:

6.5.1 Based on Kent Analytics projections (Appendix 1) the number of people aged over 65 years old, in Kent, with moderate or severe visual impairment is projected to increase by 28% by 2040, and those over 65 with registrable eye conditions are expected to increase by 30%. The number of 18-64 year olds in Kent with severe hearing loss is projected to increase by 4% by 2040, while the number of people aged 65 and over is projected to increase by 38%.

6.5.2 Future provision will deliver a consistent, outcomes-focused prevention model that supports independence and wellbeing through early intervention and targeted support. Stronger partnership working across the VCSE sector, Neighbourhood Health and other system partners will reduce duplication and improve alignment of services. A strengthened performance framework will support evidence-based commissioning, demonstrate impact and value for money, and ensure resources are targeted where they can achieve the greatest benefit.

6.6 The Service Specification has been designed so the service is able to innovate and change. It will be a requirement that the provider collaborates with local communities and people accessing services to further enhance understanding on how people would like to be supported and how services should be delivered. This intelligence will be used to innovate and enhance the service offer.

6.7 The performance framework for the contract will ensure that success is measured through a combination of activity, outcome and impact measures, including improvements in wellbeing and independence, reductions in loneliness and social isolation, increased community participation and access to support, user satisfaction, and evidence that preventative interventions help people remain independent and reduce reliance on statutory services.

6.8 The examples below demonstrate how the service can support people.

- Supporting a person with sight loss to remain independent at home through rehabilitation and assistive technology.
- Helping a Deaf BSL user access information, services and community opportunities in a way that meets their communication needs.
- Enabling people experiencing sensory loss to build social connections, improve wellbeing and reduce isolation through peer support and community-

6.11 The management and implementation of the new service model will be delivered by KCC Adult Social Care and the Adults Commissioning and Partnerships Division.

7. Financial Implications

7.1 The proposed cost of recommissioning the Community Wellbeing Service for Adults with Sensory Needs is £1.03m per annum.

7.2 The new service length will be two years starting 1 July 2027 with two optional extension periods of one year.

7.3 The estimated maximum value over the full four-year term is approximately £4.12 million. This is within the Medium Term Financial Plan.

7.4 The three-month extension of the current contract will be £257,500 which is within the allocated budget. This is within the Medium Term Financial Plan.

7.5 Should any additional external funding become available within the lifetime of the contract, it is proposed that authority be delegated to the Corporate Director, Adult Social Care and Health, in consultation with Section 151 Officer and Cabinet Member for Adult Social Care, to accept and deploy such funding to enhance the service.

8. Legal Implications

8.1 KCC has statutory duties under the Care Act 2014 to promote individual wellbeing and to take steps to prevent, reduce or delay the development of needs for care and support. KCC also has a statutory duty to improve the health of the population and reduce health inequalities (Health and Social Care Act 2012). The proposed Community Wellbeing Service for Adults with Sensory Needs contributes to the discharge of these duties by providing preventative support that helps people maintain independence and wellbeing.

8.2 KCC also has a duty to consider the sustainability of the care and support market when exercising its functions under the Care Act 2014. The proposed commissioning approach seeks to support a sustainable VCSE market whilst securing value for money and continuity of preventative services for Kent residents.

8.3 KCC has a specific duty under Section 77 of the Care Act 2014 to establish and maintain a register of adults who are sight impaired or severely sight impaired.

The commissioned service will maintain the Vision Impairment Register on behalf of KCC, supporting compliance with this statutory requirement.

8.4 TUPE regulations may apply. During mobilisation, the Council needs to be conscious to mitigate the disruptive effect that this may have on current people accessing the service.

9. Commercial Implications

9.1 The current contract expires on 31 March 2027 and contains no further extension options.

9.2 The commissioning activity required to support the re-procurement has been completed, including service review, stakeholder engagement, co-design and market preparation. However, the procurement process will not commence until November 2026 due to competing demands on Commercial and Procurement resources arising from the concurrent re-procurement of several of the Council's largest Adult Social Care contracts, alongside implementation of the new procurement legislative framework. The proposed three-month extension to the current contract, will provide sufficient time to undertake a compliant, robust and appropriately resourced procurement process, securing best value outcomes for both the Council and its residents.

9.3 The proposed contract modification is permitted under Regulation 72(1)(b) of the Public Contracts Regulations (PCR) 2015. The extension relates to additional services not anticipated within the original procurement and is required to allow time to remodel and recommission the Community Based Wellbeing Service (SC19050). A change of provider for the proposed three-month period would create significant inconvenience and duplicate costs for the Council. The value of the extension is below 50% of the original contract value and therefore satisfies the requirements of Regulation 72(1)(b).

9.4 The modification is also permissible under Regulation 72(1)(e), as it is not considered substantial under Regulation 72(8). The nature and scope of the contract remain unchanged, there is no alteration to the economic balance in favour of the contractor, no change of provider, and no amendments that would have affected competition or bidder participation in the original procurement. The contract therefore remains materially the same.

9.5 In accordance with Regulation 72(3), a contract modification notice will be published. Following publication, any challenge must be brought within 30 days. If no challenge is received, the Council may proceed with the modification.

9.6 The Community Wellbeing Service for Adults with Sensory Needs will subsequently be recommissioned in accordance with the Procurement Act 2023 and associated regulations, with appropriate procurement and legal support in place to ensure compliance and manage risk. No further contract extensions are proposed.

9.7 The inclusion of such provisions will ensure the contract is flexible, legally robust and able to adapt to future structural changes in local government while maintaining uninterrupted service delivery.

9.8 Spending will comply with 'Spending the Council's Money' and all relevant procurement legislation, including the Procurement Act 2023, which is expected to govern this procurement. A final confirmation of the applicable procurement regime will be made following assessment and advice from the Commercial and Procurement Division (CPD).

10. Equalities Implications

10.1 An Equality Impact Assessment (EqIA) has been completed (attached as Appendix 2). The assessment considered the potential impact of the proposed commissioning approach on people with protected characteristics under the Equality Act 2010. The assessment confirmed that the proposed service promotes equitable access to care and support, supports fair and consistent decision-making, and mitigates the risk of disparities in service delivery across different localities in Kent.

10.2 No adverse impacts have been identified that cannot be mitigated through service design, procurement and contract management arrangements.

10.3 The service directly supports people with disabilities, including visual impairment, hearing impairment and Deafblind people, and therefore contributes positively to advancing equality of opportunity for people with protected characteristics.

10.4 The provider is required to work with the Council to undertake an annual review of the EqIA for the Community Wellbeing Service for Adults with Sensory Needs and demonstrate how they are delivering the recommendations identified by the EqIA to ensure the needs of populations with protected characteristics are met in the service the provider delivers. This will include making reasonable adjustments to make services accessible and tailored to meet different needs.

10.5 Equality data will also need to be captured by the provider as part of the performance management of the contract.

11. Data Protection Implications

11.1 A Data Protection Impact Assessment (DPIA) has been started and will be updated with any information required as the recommissioning process progresses.

11.2 The provider will also be required to undertake a Data Protection Impact Assessment during mobilisation and support the completion of KCC's Data Protection Impact Assessment.

12. Conclusions

12.1 The Community Wellbeing Service for Adults with Sensory Needs is a key component of KCC's prevention offer, supporting adults with sensory impairments to maintain their independence, wellbeing and connection to their communities. The service contributes to the Council's statutory duties by helping to prevent, reduce or delay the development of care and support needs.

12.2 Engagement with people with lived experience, providers, stakeholders and staff has demonstrated the ongoing need for a dedicated sensory service that retains specialist expertise in supporting people who are blind, partially sighted, Deaf, Deafblind and living with hearing loss. The proposed recommissioning will ensure continued access to this specialist support while responding to current and future demand.

12.3 The proposed standalone contract provides the best balance of quality, value for money, market sustainability and flexibility. It will strengthen the Council's prevention approach through a greater focus on outcomes, partnership working and evidence-based commissioning, while enabling the service to evolve in response to future health and care system developments.

12.4 The recommissioning and associated three-month contract extension will ensure continuity of support for Kent residents, maintain compliance with the Council's statutory responsibilities and provide a stable platform for delivery of the new service model from July 2027. The proposal is deliverable within the approved budget and does not involve any reduction in service provision.

13. Recommendations

Recommendations: The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

14. Background Documents

Prevention Framework
Decision - 25/00014 - Wellbeing Services in the Community - Kent County Council - Council & Democracy

15. Appendices

Appendix A - Proposed Record of Decision
Appendix 1 - Kent Analytics Report
Appendix 2 - Equality Impact Assessment

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:	DECISION NUMBER:
Georgia Foster, Cabinet Member for Adult Social Care	26/00056

Executive Decision – Key

26/00056 - Community Wellbeing Service for Adults with Sensory Needs

Decision: As Cabinet Member for Adult Social Care, I propose to:
a) **APPROVE** the commissioning of a new Community Wellbeing Service for Adults with Sensory Needs;
b) **APPROVE** a three-month extension on the current Community Wellbeing Service for Adults with Sensory Needs contract, to enable effective mobilisation and transition to the new service;
c) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to take relevant actions to secure and manage the three-month extension; negotiate, finalise the terms of, and (in consultation with the Cabinet Member for Adult Social Care) award the contract for the Community Wellbeing Service for Adults with Sensory Needs;
d) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health (in consultation with the Cabinet Member for Adult Social Care and S151 Officer) to exercise any approved contract extensions;
e) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health (in consultation with the Cabinet Member for Adult Social Care and S151 Officer), to accept and deploy any additional external funding secured during the lifetime of the contract to enhance the approved service, provided this does not create any unfunded financial commitment for the Council: and
f) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to enter relevant contracts or other legal agreements as required to implement the decision.

Reasons for decision:
Wellbeing Services are commissioned services which aim to help people take a proactive approach to their health and wellbeing, increase independence, and prevent, reduce or delay the need for additional care and support services. These services form part of Kent County Council's (KCC) broader approach to prevention.

The Community Wellbeing Service for Adults with Sensory Needs supports people who are aged 18 and over with a sensory impairment, including people who are blind and/or deaf, including people that use British Sign Language (BSL). The services provide information and advice, equipment and training and rehabilitation.

The proposal to recommission the Community Wellbeing Service for Adults with Sensory Needs separately from the other Community Wellbeing Service contracts allows for a standalone arrangement providing greater assurance that these specialist requirements remain visible, prioritised and appropriately resourced with the specialist expertise in visual impairment rehabilitation, Deaf BSL support, hearing loss support and Deafblind services.

The current Community Wellbeing Service for Adults with Sensory Needs contract expires on 31 March 2027, with no further extension options available. The proposal for a three-month extension (1 April 2027 to 30 June 2027) with the new service delivery commencing from July 2027. The extension will allow for procurement and mobilisation of the new service whilst maintaining service continuity.

How the proposed decision supports the Council's Strategic Statement:
This proposal supports the priorities set out in Reforming Kent 2025-28 by strengthening the Council's preventative approach, helping adults with sensory impairments maintain independence, reduce social isolation, build community resilience and delay or avoid the need for more intensive health and social care support.

The proposed model aligns with the Council's strategic shift towards prevention and early intervention, supporting better outcomes, greater independence, stronger community resilience, and reduced reliance on higher-cost statutory services. Delivery will be based on partnership working with local communities, the Voluntary, Community and Social Enterprise (VCSE) sector, health partners, and other organisations to provide integrated, person-centred support.

Overall, investment in sustainable community wellbeing services will help residents remain independent and socially connected for longer, while delivering value for money through reducing reliance on more intensive support services. The proposal also supports the Council's commitment to improving outcomes for vulnerable residents by ensuring continued access to specialist support for people who are blind, partially sighted, Deaf, Deafblind or living with hearing loss. Through a preventative approach, the service will reduce social isolation, support participation in community life, improve wellbeing and help residents maintain **independence.**

Financial implications:
The proposed cost of recommissioning the Community Wellbeing Service for Adults with Sensory Needs is £1.03m per annum.

The new service length will be two years starting 1 July 2027 with two optional extension periods of one year. The estimated maximum value over the full four-year term is approximately £4.12 million. This is within the Medium Term Financial Plan.

The three-month extension of the current contract will be £257,500 which is within the allocated budget. This is within the Medium Term Financial Plan.

Legal implications:
KCC has statutory duties under the Care Act 2014 to promote individual wellbeing and to take steps to prevent, reduce or delay the development of needs for care and

support. KCC also has a statutory duty to improve the health of the population and reduce health inequalities (Health and Social Care Act 2012). The proposed Community Wellbeing Service for Adults with Sensory Needs contributes to the discharge of these duties by providing preventative support that helps people maintain independence and wellbeing.

KCC also has a duty to consider the sustainability of the care and support market when exercising its functions under the Care Act 2014. The proposed commissioning approach seeks to support a sustainable VCSE market whilst securing value for money and continuity of preventative services for Kent residents.

KCC has a specific duty under Section 77 of the Care Act 2014 to establish and maintain a register of adults who are sight impaired or severely sight impaired. The commissioned service will maintain the Vision Impairment Register on behalf of KCC, supporting compliance with this statutory requirement.

The proposed contract modification is permitted under Regulation 72(1)(b) of the Public Contracts Regulations (PCR) 2015. The modification is also permissible under Regulation 72(1)(e), as it is not considered substantial under Regulation 72(8). The nature and scope of the contract remain unchanged, there is no alteration to the economic balance in favour of the contractor, no change of provider, and no amendments that would have affected competition or bidder participation in the original procurement. The contract therefore remains materially the same.

Equality Implications:
An Equality Impact Assessment (EqIA) has been completed. The assessment considered the potential impact of the proposed commissioning approach on people with protected characteristics under the Equality Act 2010. The assessment confirmed that the proposed service promotes equitable access to care and support, supports fair and consistent decision-making, and mitigates the risk of disparities in service delivery across different localities in Kent.

No adverse impacts have been identified that cannot be mitigated through service design, procurement and contract management arrangements.

Data Protection implications:
A Data Protection Impact Assessment (DPIA) has been started and will be updated with any information required as the recommissioning process progresses.

The provider will also be required to undertake a Data Protection Impact Assessment during mobilisation and support the completion of KCC's Data Protection Impact Assessment.

Cabinet Committee recommendations and other consultation: The proposed decision will be considered by the Adult Social Care and Public Health Cabinet Committee on 24 September 2026 and the outcome included in the paperwork which the Cabinet Member will be asked to sign.

This version of the PROD is included in the agenda pack for committee members to review ahead of the meeting.

Any alternatives considered and rejected:

Option 1: Do nothing / allow contract to expire

Maintain the existing Community Wellbeing contracts until they expire on 31 March 2027.

- Although this option avoids a further procurement commitment, it creates significant service continuity risk and would require alternative arrangements to ensure eligible needs continue to be met. Risks disruption for people using specialist services and destabilisation of existing provision.

Option 2: Bring service in-house

KCC providing the service in house and remove the need for externally commissioned providers.

- Although this option could provide greater direct control and integration. However, this option would require workforce recruitment, specialist capability, infrastructure and ongoing management capacity. This is unlikely to provide sufficient flexibility or value for money at the scale required.

Option 3: Re-procure and bring together all of the current wellbeing services into one contract

Bring the sensory wellbeing service into a single contract with other wellbeing services (55+, dementia and physical disability).

- This option could reduce duplication and provide a more consistent contractual approach. However, there is a material risk that specialist Deaf, Deafblind, British Sign Language and visual impairment expertise becomes diluted within a broader service model.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

....

Signed Date

Kent Analytics Report – Wellbeing Services

January 2026

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Introduction

This report has been produced by Kent Analytics to support the re-commissioning of the Wellbeing Service Provision, which helps people in Kent live the life they want while delaying the need for additional support, including Adult Social Care.

The report provides:

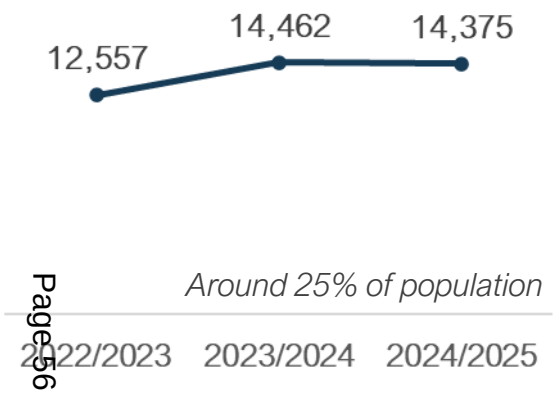
- A summary of service delivered over the past three years, along with projected future demand by need type.
- Socio-economic profiling, including demographic and geographic information on households in Kent likely to benefit from Wellbeing Services.
- Transport-related Social Exclusion maps identifying areas at risk of vulnerability and limited access to key resources.

Contents

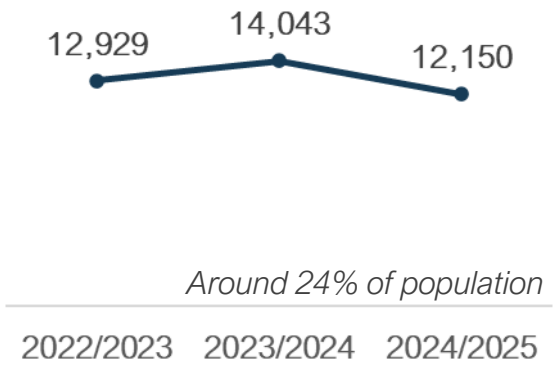
Over 55 Population - Demand

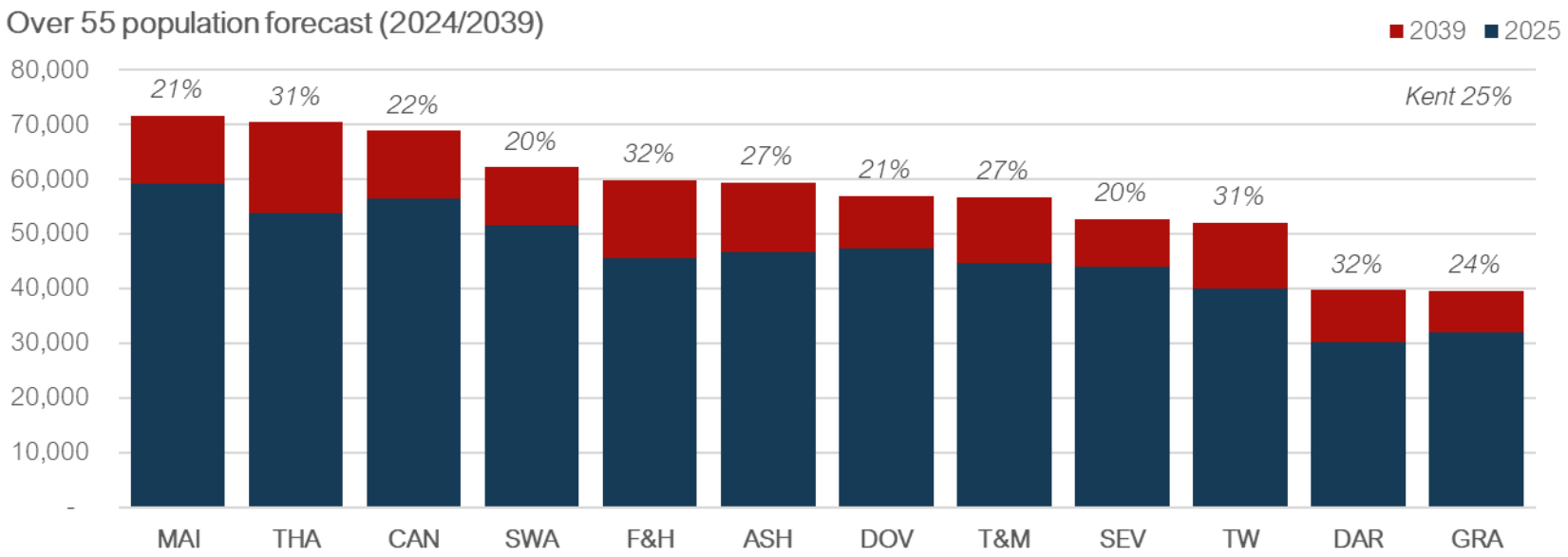
Over 55 population

People accessing Wellbeing Services in the community (55+)



People accessing Community Navigation*





The population aged 55 and over in Kent is forecast to increase by around 25% by 2039. The largest percentage growth is expected in Dartford, Folkestone & Hythe, Thanet and Tunbridge Wells.

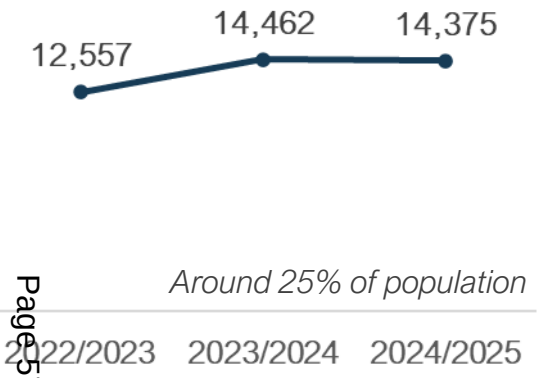
Maidstone currently has the highest population and is expected to remain the largest district over the next 15 years. Thanet is forecast to overtake Canterbury, and Folkestone & Hythe will move from the seventh-largest district to the fifth.

*Older people (55+) and those with complex issues related to illness, disability or mental health

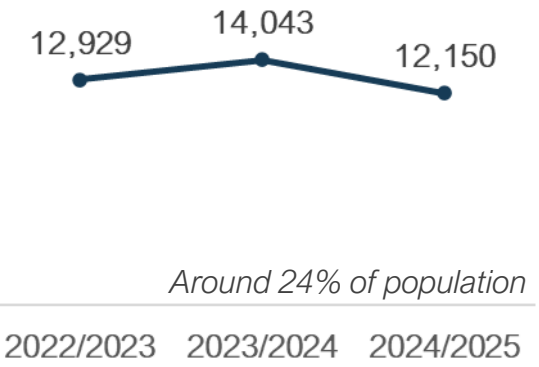
Source: Mid-Year Population Estimates (2024) & KCC Housing-led Population Forecast (2021)

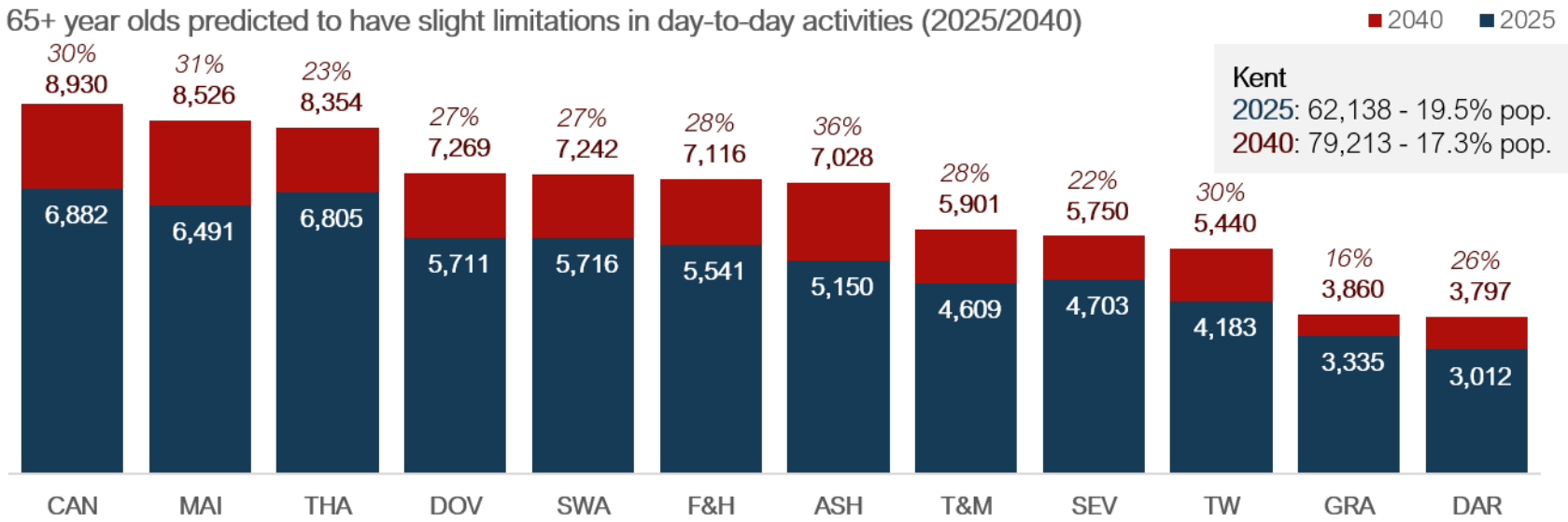
65+ day-to-day activities limited a little

People accessing Wellbeing Services in the community (55+)



People accessing Community Navigation*





The number of people aged over 65 years old in Kent with slight limitations in day-to-day activities is projected to increase by 27% by 2040, with projected increased ranging from 16% in Gravesham to 37% in Ashford.
Although the overall numbers are rising, the rate as a proportion of the 65+ population is projected to decrease.

KENT ANALYTICS

*Older people (55+) and those with complex issues related to illness, disability or mental health

Source: IPC-POPPI (Projecting Older People Information System)

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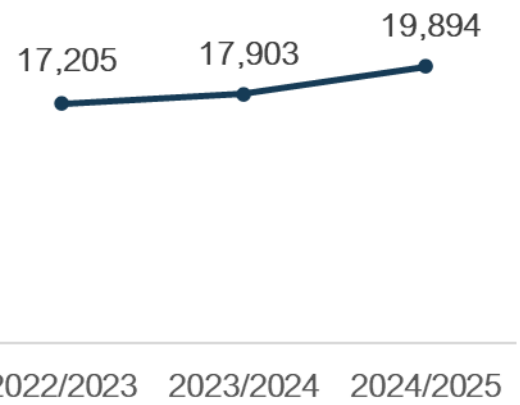
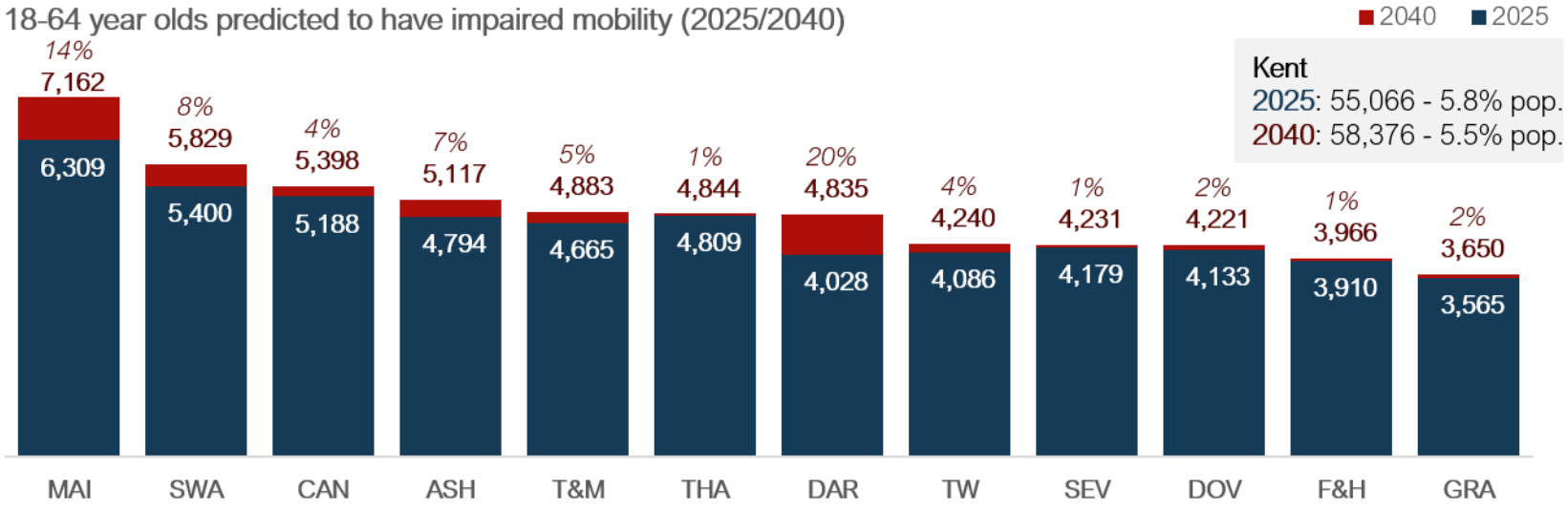
Physical Disability - Demand

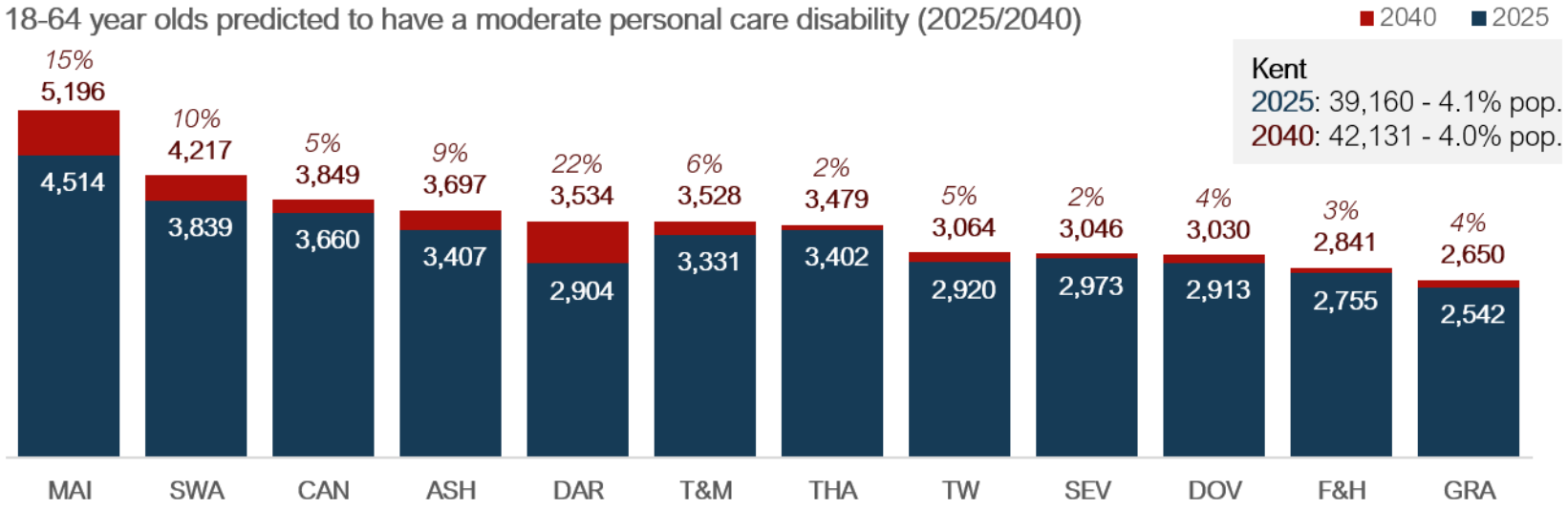
Physical Disability

People accessing Wellbeing Services in the community for those with a physical disability



The number of 18-64 year olds in Kent with impaired mobility is projected to increase by 6% by 2040, and those with moderate personal care disability are expected to increase by 8%. Although the overall numbers are rising, the rate as a proportion of the 16-64 population is projected to decrease.
The largest increases are projected in Maidstone and Dartford.



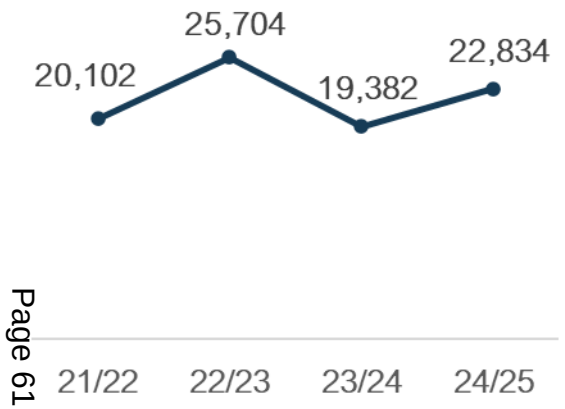


Source: IPC-PANSI (Projecting Adult Needs and Service Information)

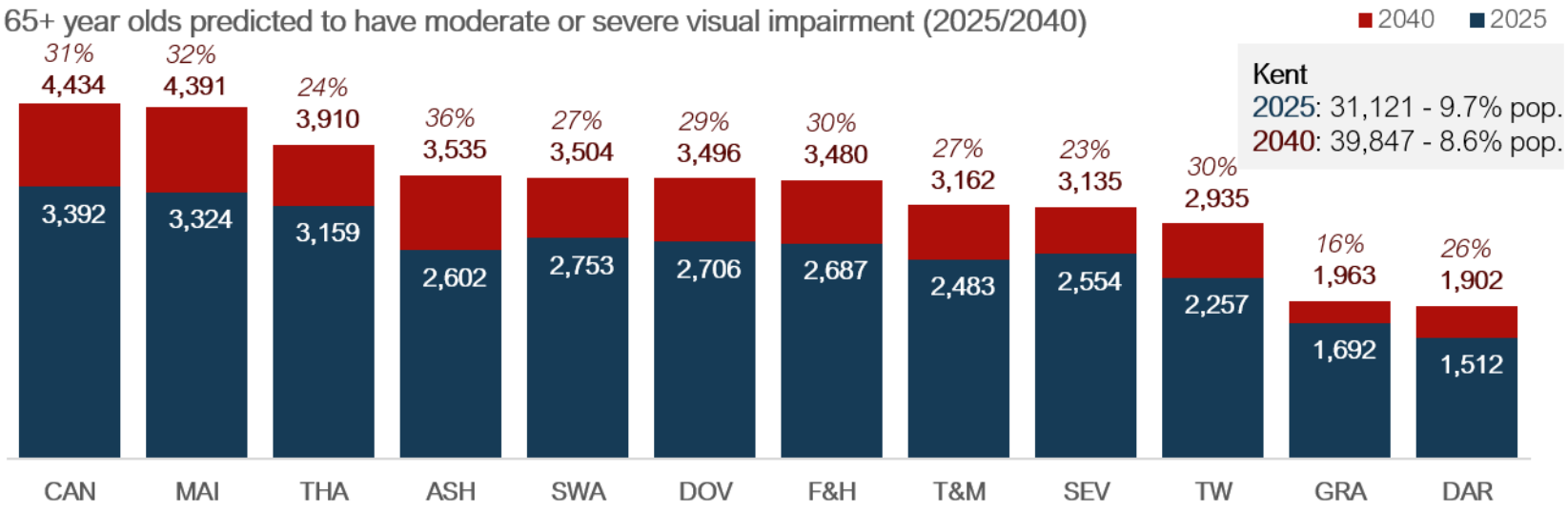
Sensory Impairment - Demand

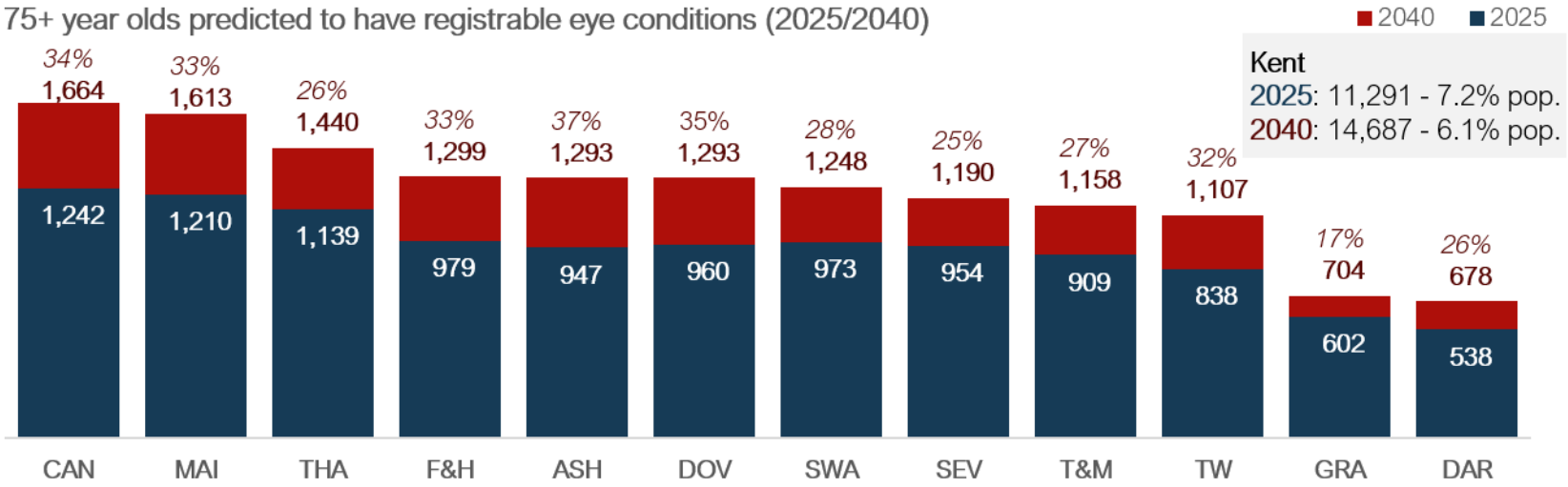
Sensory Impairment – Visual Impairment

People accessing Wellbeing Services in the Community for adults with sensory impairments



The number of people aged over 65 years old, in Kent, with moderate or severe visual impairment is projected to increase by 28% by 2040, and those over 65 with registrable eye conditions are expected to increase by 30%.

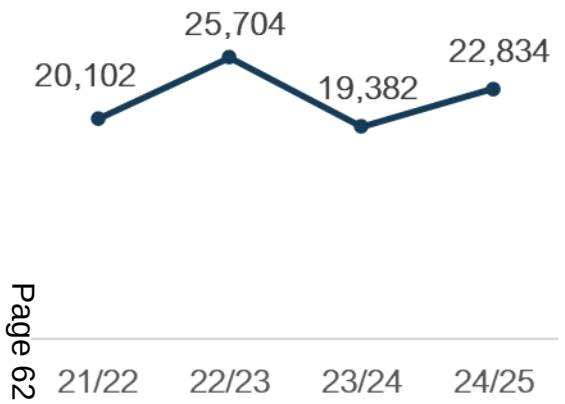




Source: IPC-PANSI (Projecting Adult Needs and Service Information)

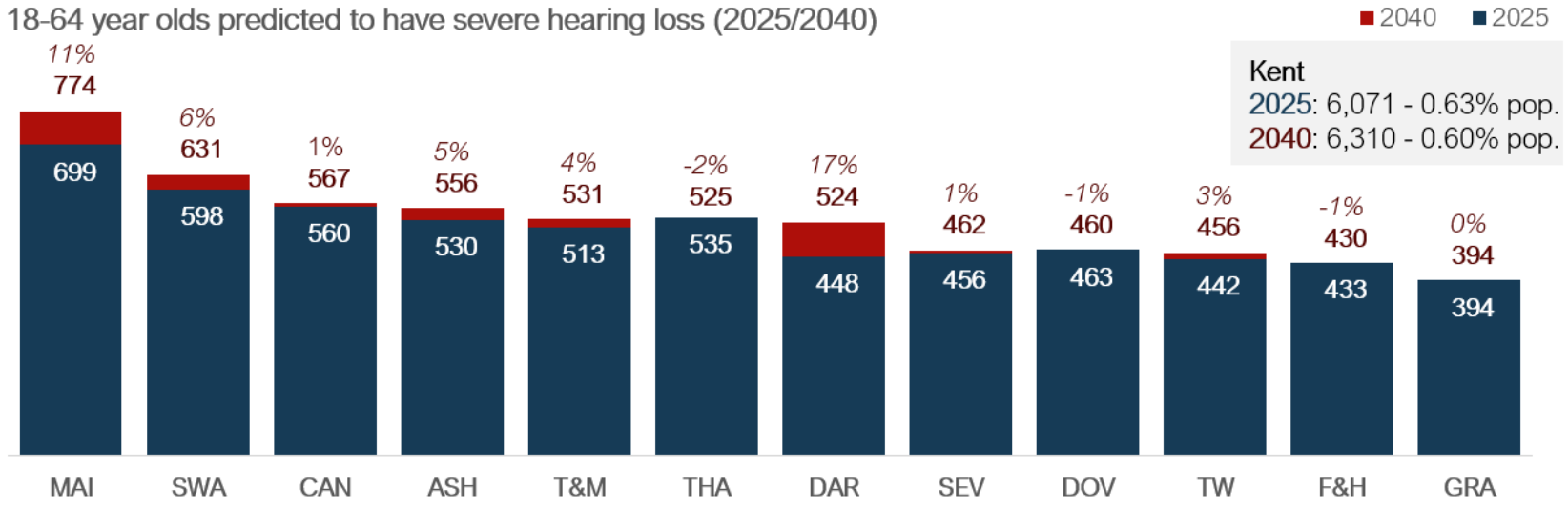
Sensory Impairment – Hearing Impairment

People accessing Wellbeing Services in the Community for adults with sensory impairments

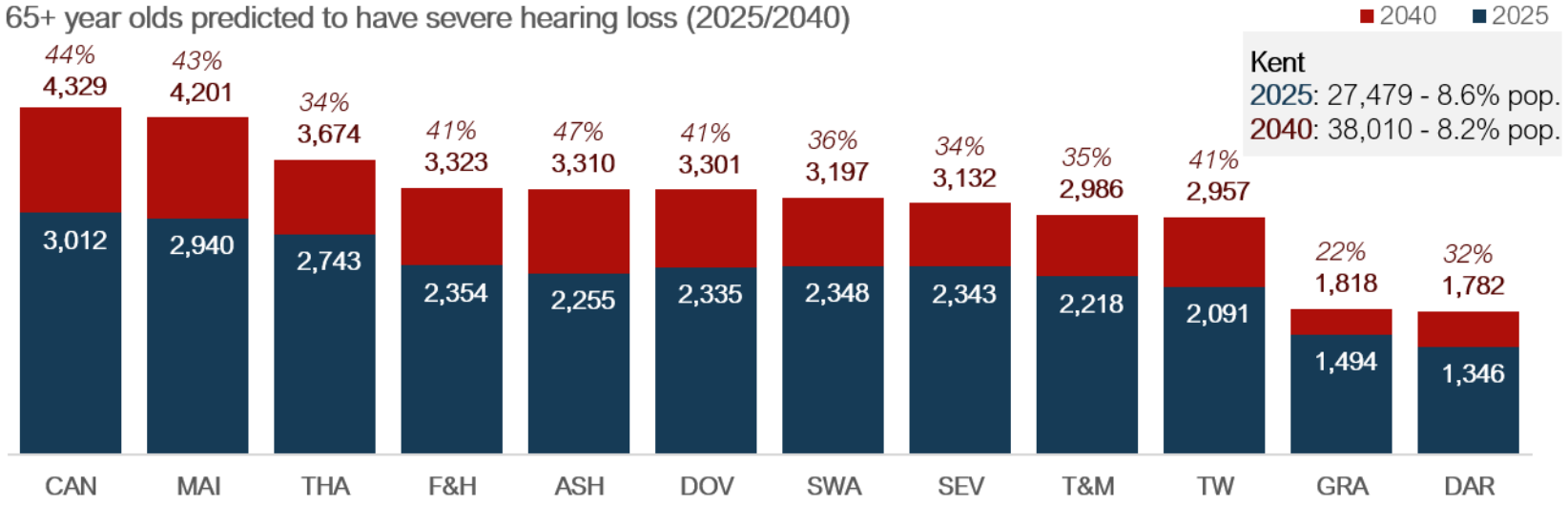


The number of 18-64 year olds in Kent with severe hearing loss is projected to increase by 4% by 2040. While the number of people aged 65 and over is projected to increase by 38%, ranging from 22% in Gravesham to 47% in Ashford.

18-64 year olds predicted to have severe hearing loss (2025/2040)



65+ year olds predicted to have severe hearing loss (2025/2040)

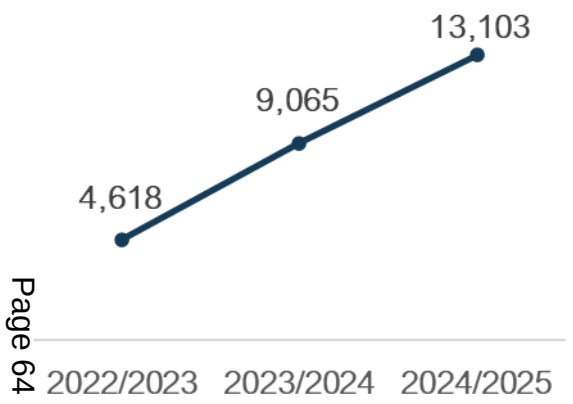


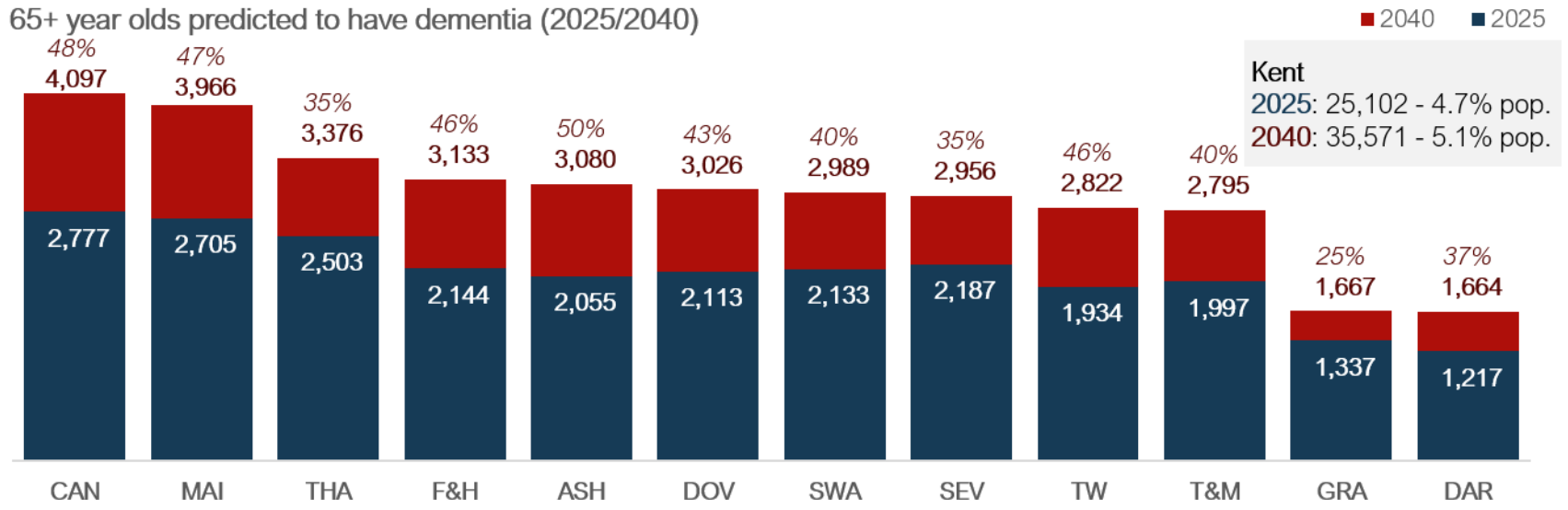
Source: IPC-PANSI (Projecting Adult Needs and Service Information)

Dementia - Demand

Dementia

People accessing Wellbeing Services in the Community for people with dementia & their families





The number of people in Kent aged 65 years old and over with dementia is projected to increase by 42% by 2040, with projected increases ranging from 25% in Gravesham to 50% in Ashford. The proportion of the 65+ population living with dementia is also projected to increase.

Source: IPC-POPPI (Projecting Older People Information System)

Service Distribution - Demand

Service Distribution

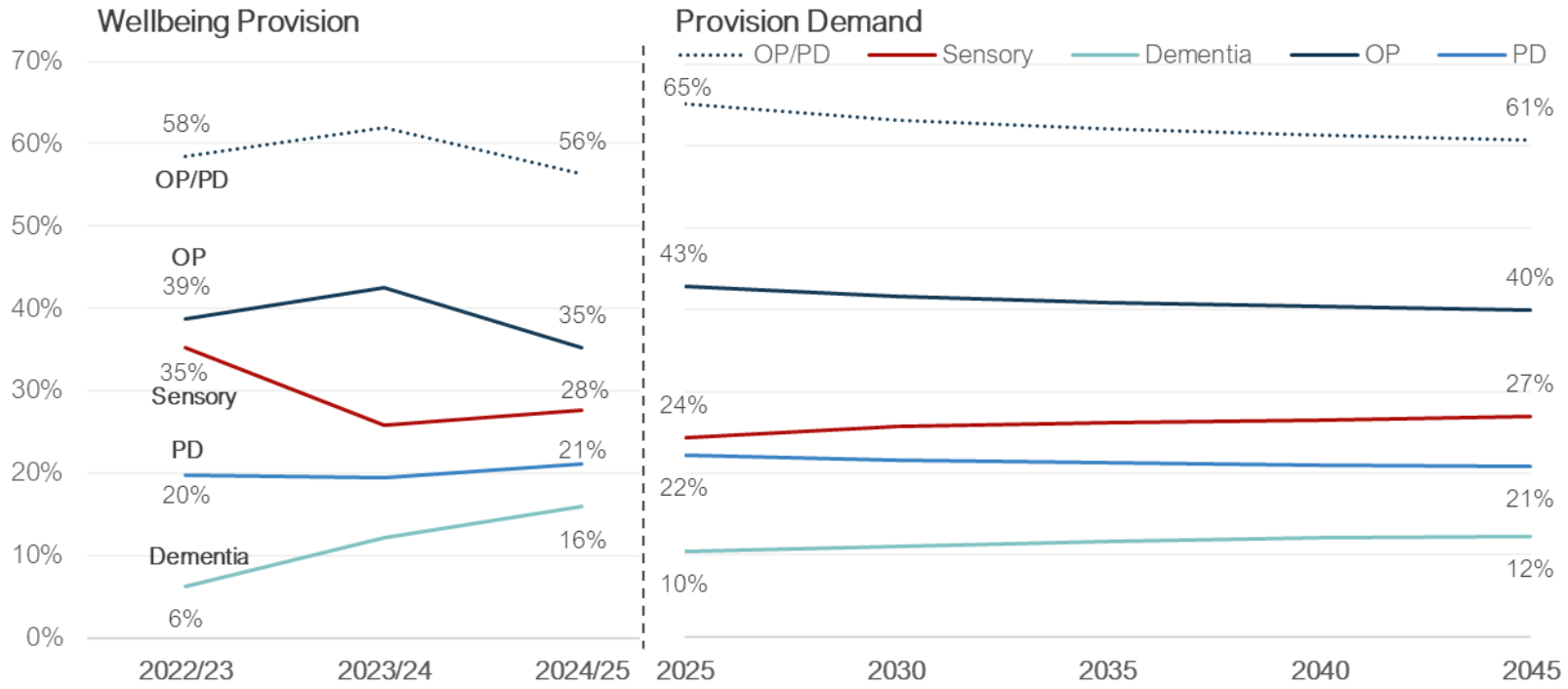
The chart shows the distribution of Wellbeing service users by provision type from 2022-25, alongside projected population demand by key need types for 2025-45.

The current distribution of Wellbeing services broadly aligns with projected future demand.

While dementia services have seen a significant increase over the past three years, this trend is not expected to continue based on future demand projections.

OP and PD had been combined due to comparable levels of need and potential overlaps in service provision, making separate projections challenging with the available data.

However, for further modelling, the combined OP/PD category has been split using the historical ratio observed within Wellbeing Provision. Over the past three years, this ratio has averaged 66:34 between OP and PD.



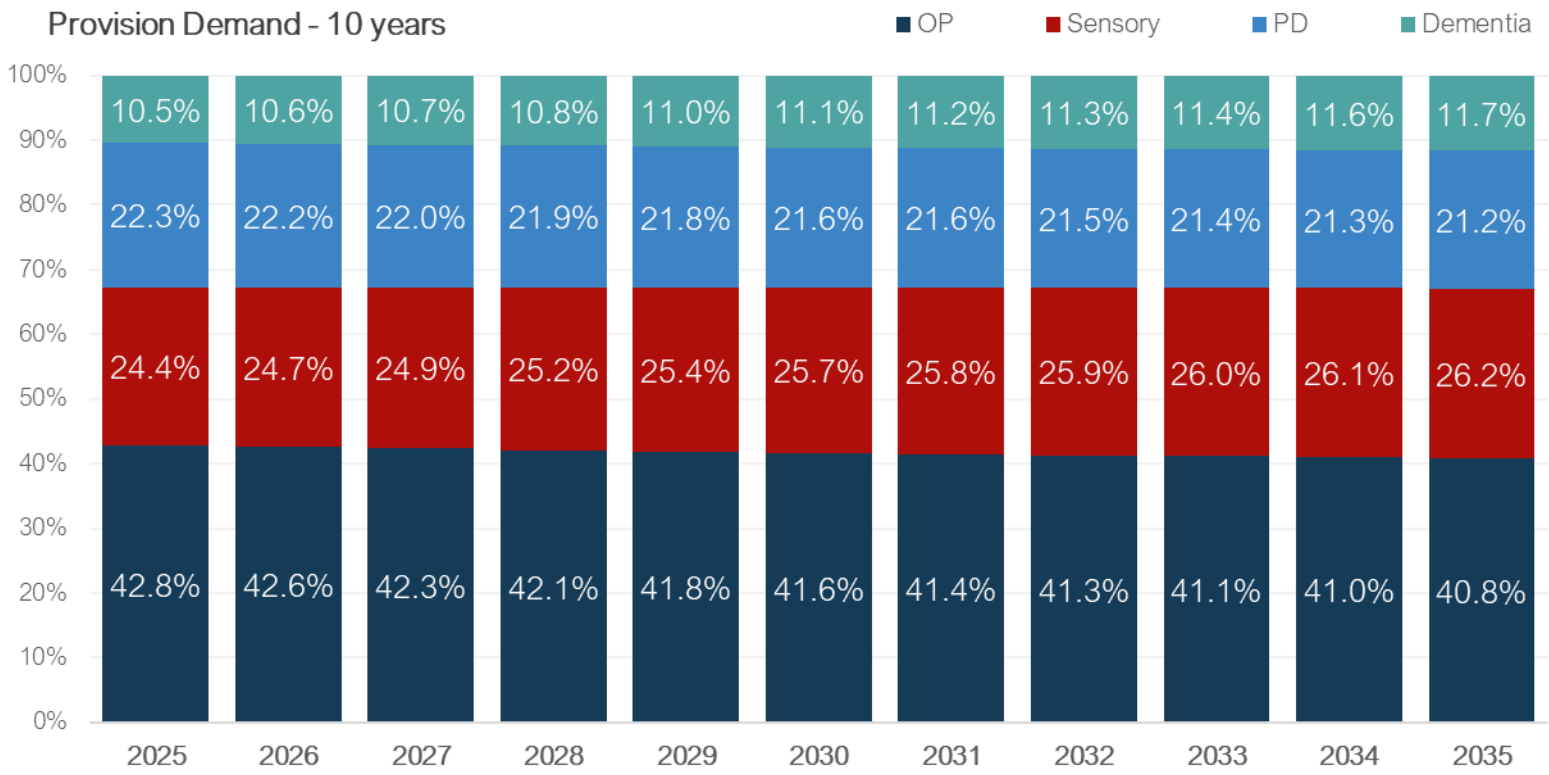
Wellbeing Provision includes:
OP/PD – Community and Community Navigation for older people & Physical Disability

Provision demand needs includes:
OP/PD – 65+ predicted to have slight limitations with day-to-day activities & 18-64 predicted to have impaired mobility in Kent. Split using the Wellbeing provision ratio.
Sensory – 65+ predicted with severe visual impairment & 65+ predicted with severe hearing loss in Kent
Dementia – 65+ predicted to have dementia in Kent.

Service Distribution – 10 years

Taking the provision demand from the previous page, this charts shows the annual distribution of demand over the next ten years.
Demand data was only available in five-year periods. To produce annual figures, each five-year total has been evenly spread across the five years, assuming a straight-line trend.

OP and PD have been estimated by by applying the 66:34 ration to the combined OP/OD provision data.



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Dementia – 65+ predicted to have dementia in Kent.

Socio-economic Profiling - Acorn

Acorn Key Household Types

Acorn is a targeting tool that combines geographic, demographic and lifestyle information to classify neighbourhoods and the people who live in them. It brings together data from public and private sources – such as Census, consumer, property and administrative datasets – to create detailed population segments. Household Acorn classifies all UK households into one of five categories and 57 types (plus a non-residential category) based on these characteristics.

Using the index of key characteristics, three household types were identified as potentially benefitting from the 55 plus Wellbeing Services.

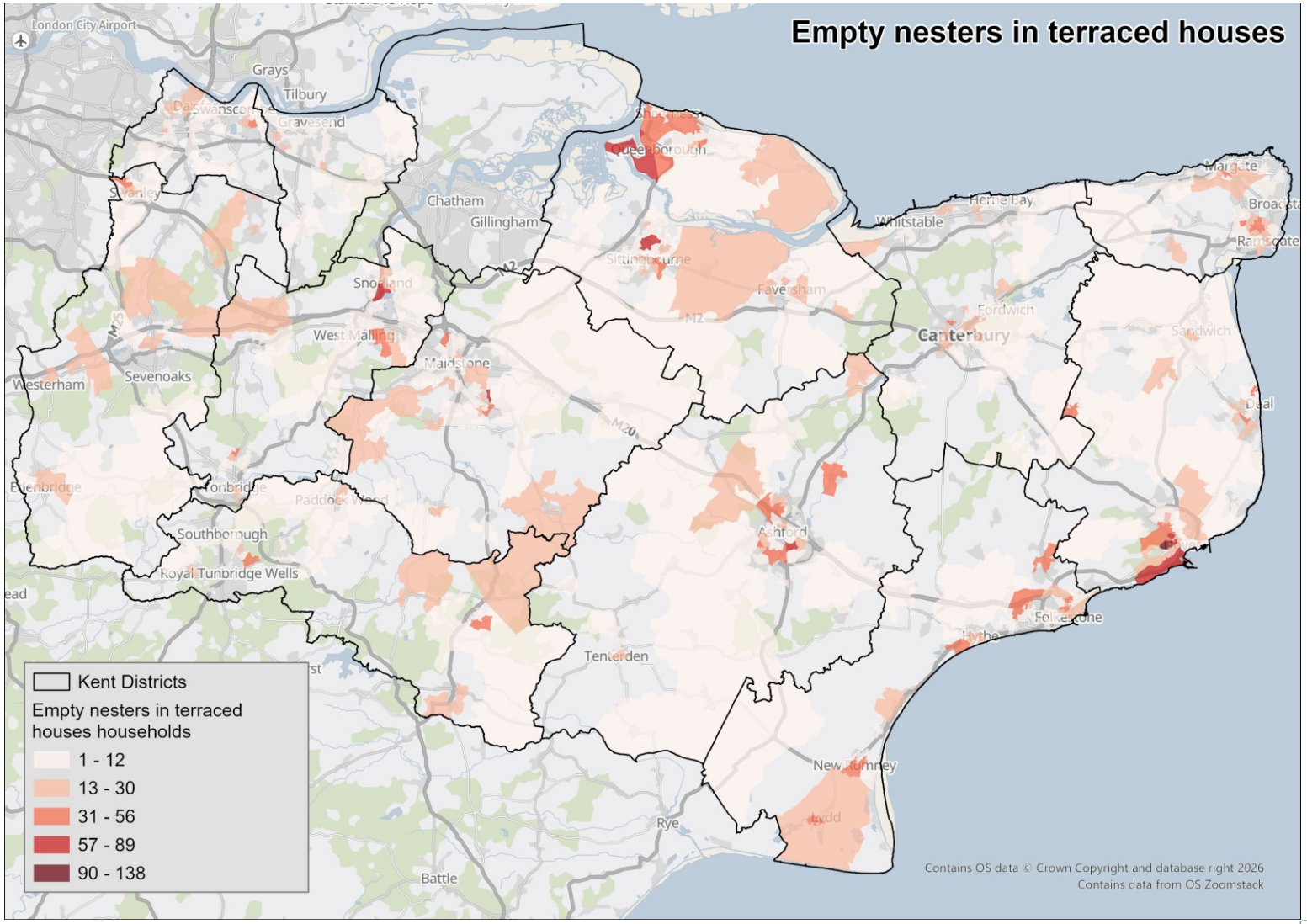
The following pages provide a summary of these three household types, along with a heat map showing their distribution across the county.

Characteristic	Kent Households	Empty Nesters in terraced houses	Socially renting empty nesters in semi-detached properties	Empty Nester social renters in flats
Residents over the age of 55	39%	98%	93%	68%
Don't have access to gardens	12%	6%	5%	35%
Are single households	18%	30%	33%	46%
Annual income below £20,000	18%	35%	32%	47%
Finding life difficult	7%	9%	11%	17%
Dissatisfied with their life	6%	11%	11%	14%
Dissatisfied with their health	11%	21%	22%	20%
Members of a social group	10%	17%	16%	14%
Households in Kent		**6,735**	**4,070**	**14,601**

Empty Nesters – Terraced houses

Empty Nesters in Terraced Houses

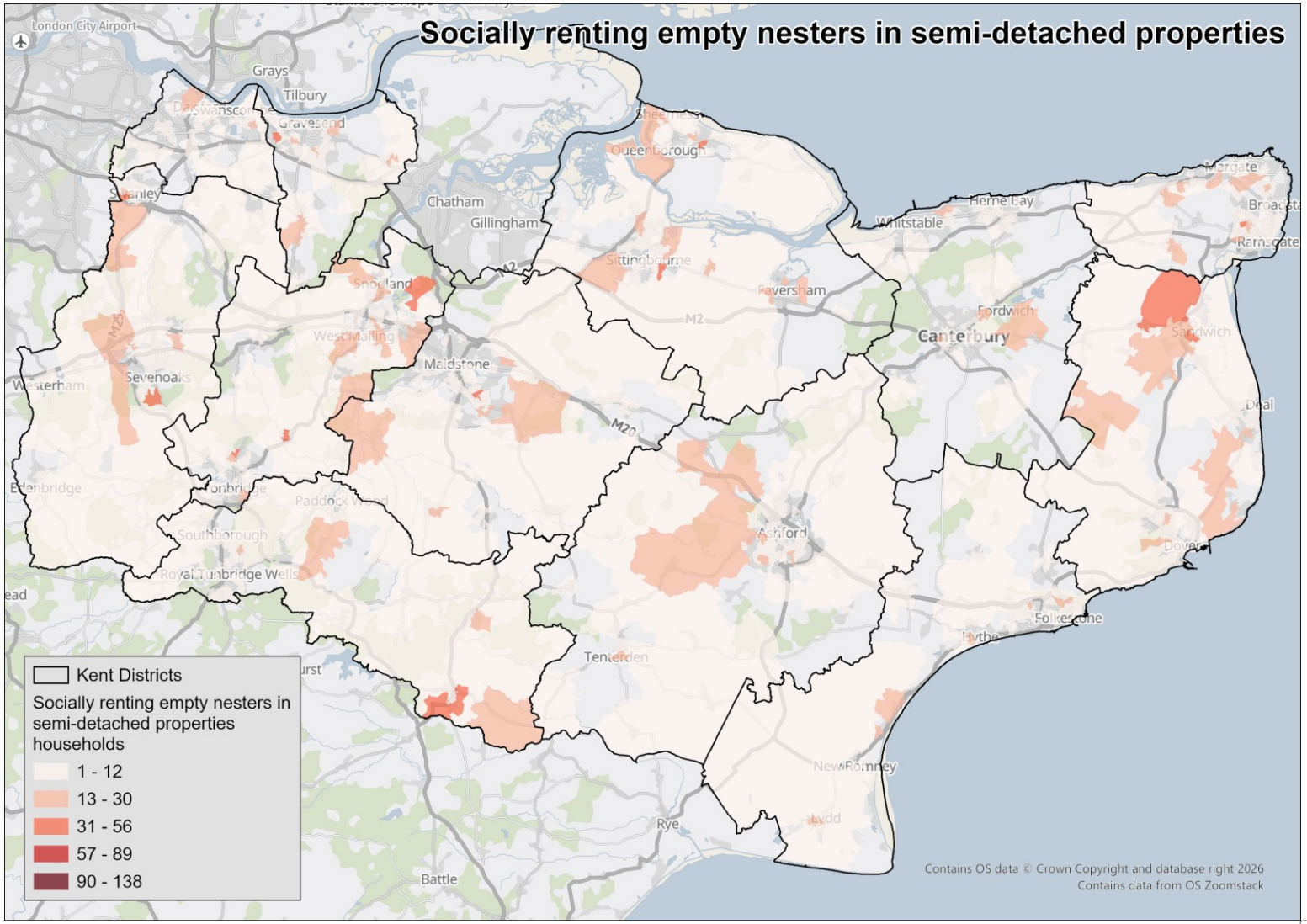
- 98% are over the age of 55
- 30% live alone
- 35% have an annual income below £20,000
- 9% are finding life difficult
- 11% are dissatisfied with their life
- 21% are dissatisfied with their health
- 17% are members of a social group



Empty Nesters – Social rented semi-detached properties

Socially renting empty nesters in semi-detached properties

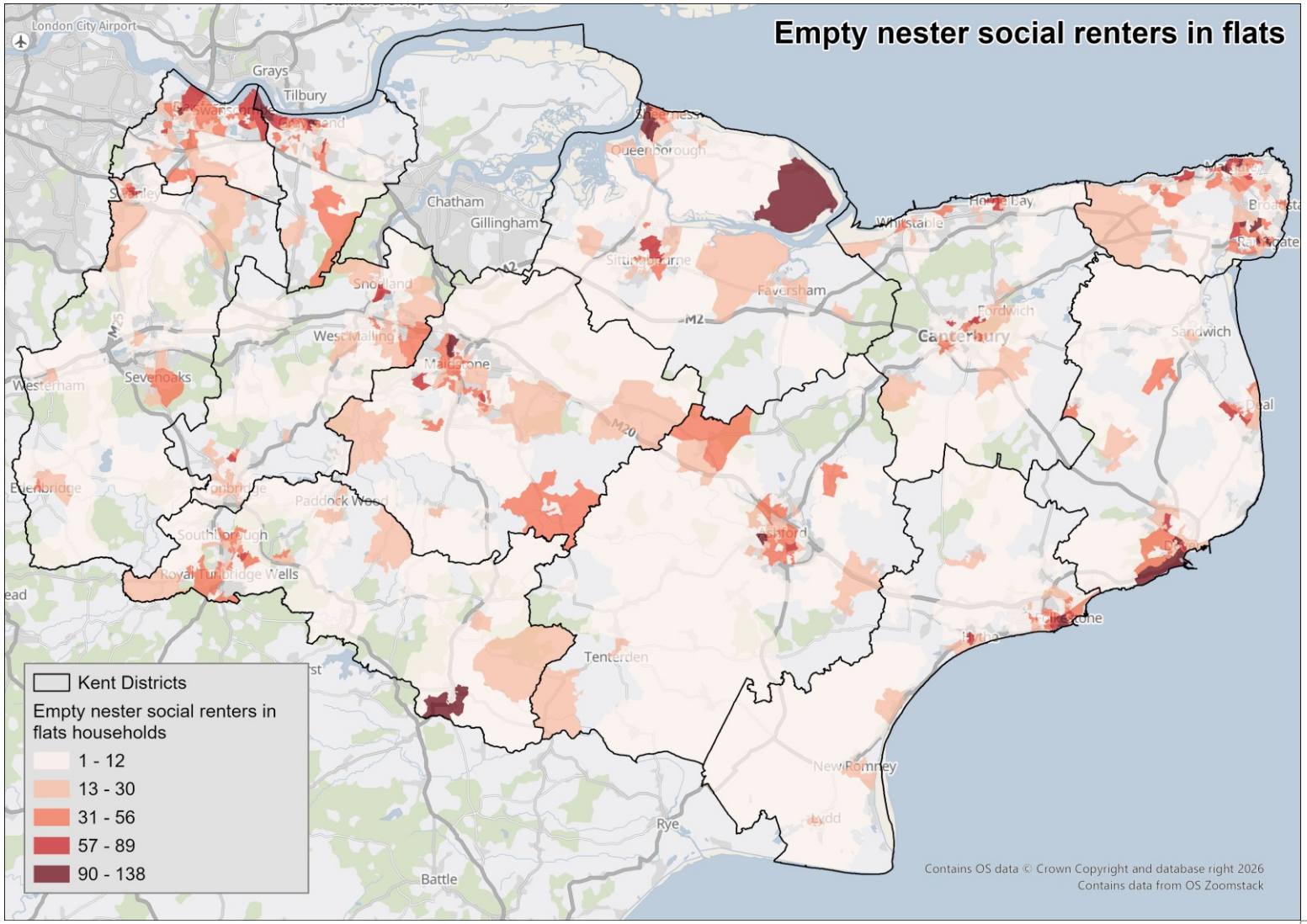
- **93%** are over the age of 55
- **33%** live **alone**
- **32%** have an annual **income below** £20,000
- **11%** are **finding life difficult**
- **11%** are **dissatisfied** with their **life**
- **22%** are **dissatisfied** with their **health**
- **16%** are members of a **social group**



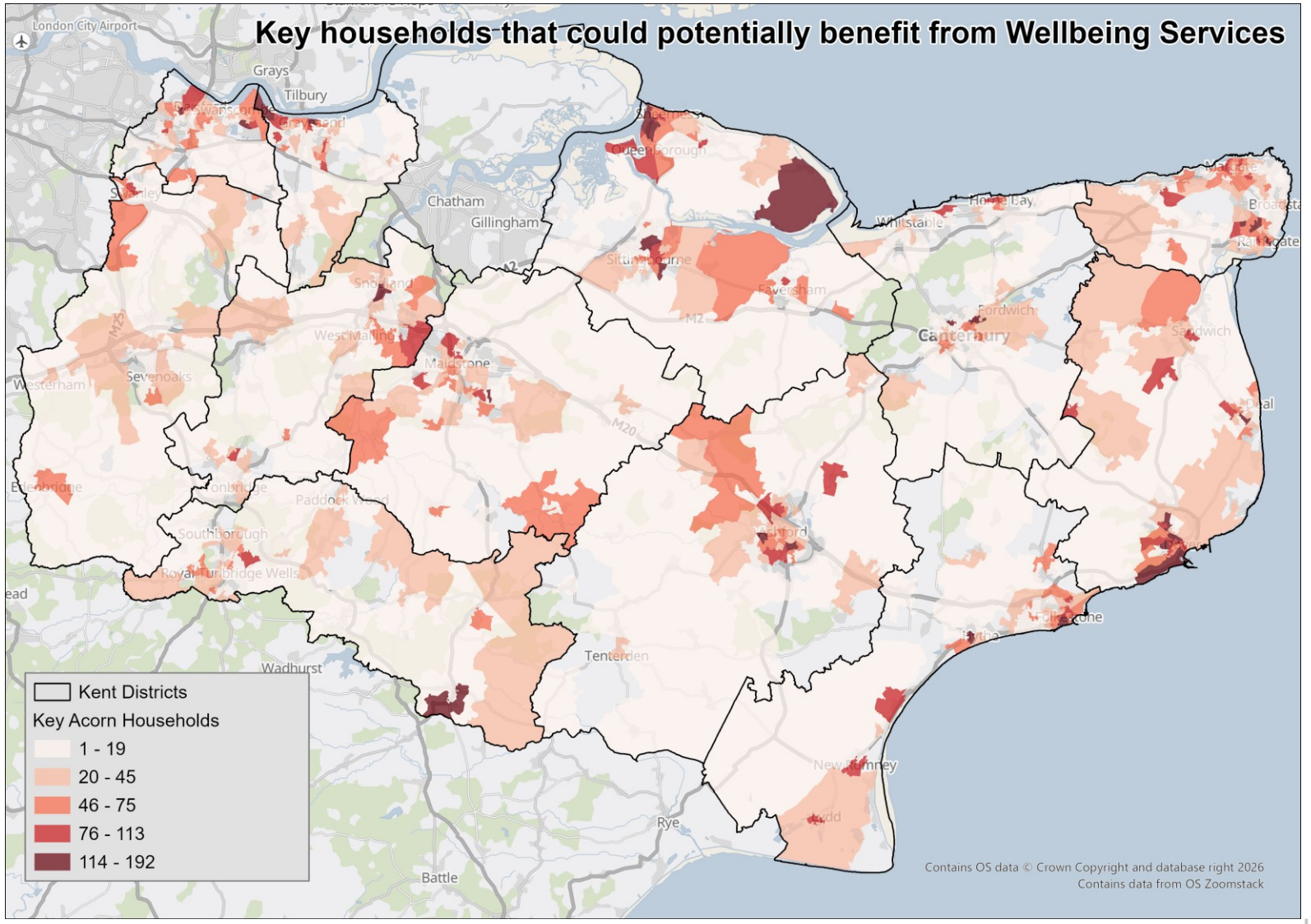
Empty Nesters – Social rented flats

Empty Nester social renters in flats

- **68%** are over the age of 55
- **35%** don't have access to gardens
- **46%** live alone
- **47%** have an annual income below £20,000
- **17%** are finding life difficult
- **14%** are dissatisfied with their life
- **20%** are dissatisfied with their health



Key Households Based On Socio-Economic Profiling (Acorn)



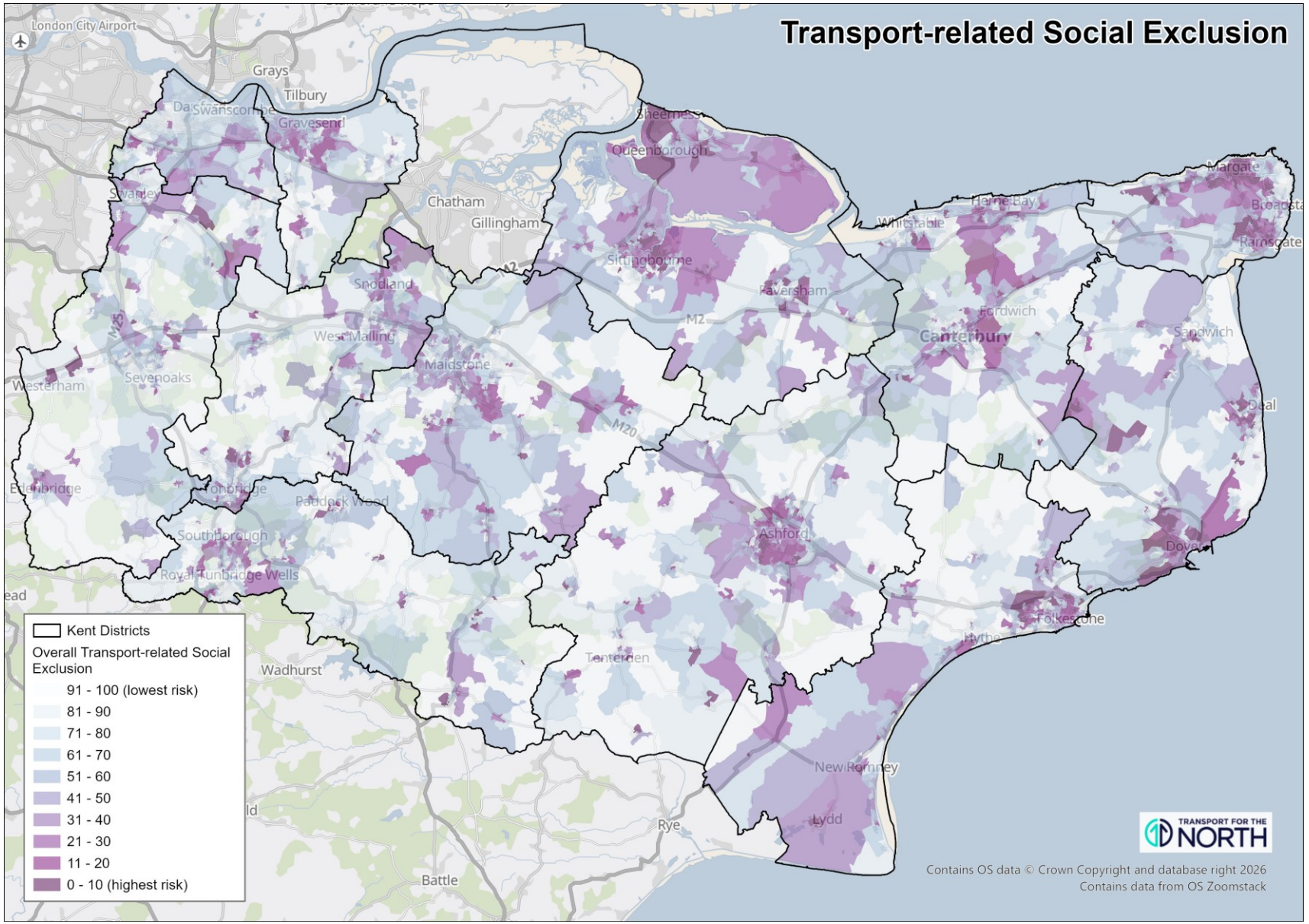
Transport-Related Social Exclusion

Transport-Related Social Exclusion

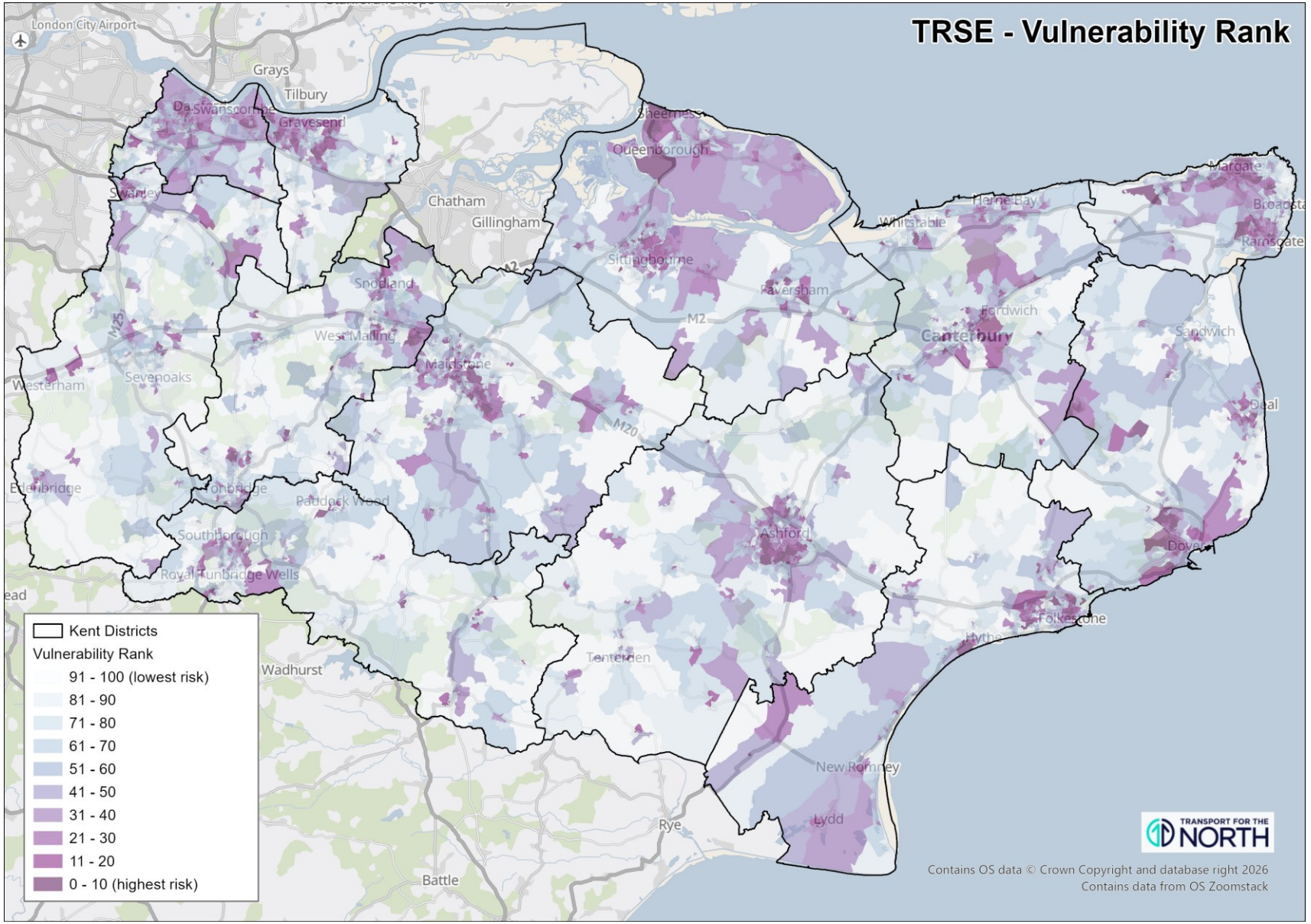
Transport for the North developed the Transport-Related Social Exclusion (TRSE) tool to provide an evidence-based understanding of how transport access and population vulnerability shape social exclusion across England. The tool brings together detailed accessibility modelling — measuring journey times to key destinations such as work, education, health services and town centres — with socio-economic indicators including poverty, disability, health and caring responsibilities. This combined approach highlights the extent to which transport limitations affect people's ability to participate fully in daily life.

For this analysis, the elements of the TRSE dataset most relevant to Kent have been extracted and presented as maps. The TRSE tool ranks every Output Area (OA) in Kent from 1 to 100, based on how each area compares with others in the county. A low score (close to 1) indicates a high risk of transport-related social exclusion, while a high score (close to 100) indicates a lower risk. The maps visualise these relative risks across Kent.

Transport–related Social Exclusion Risk



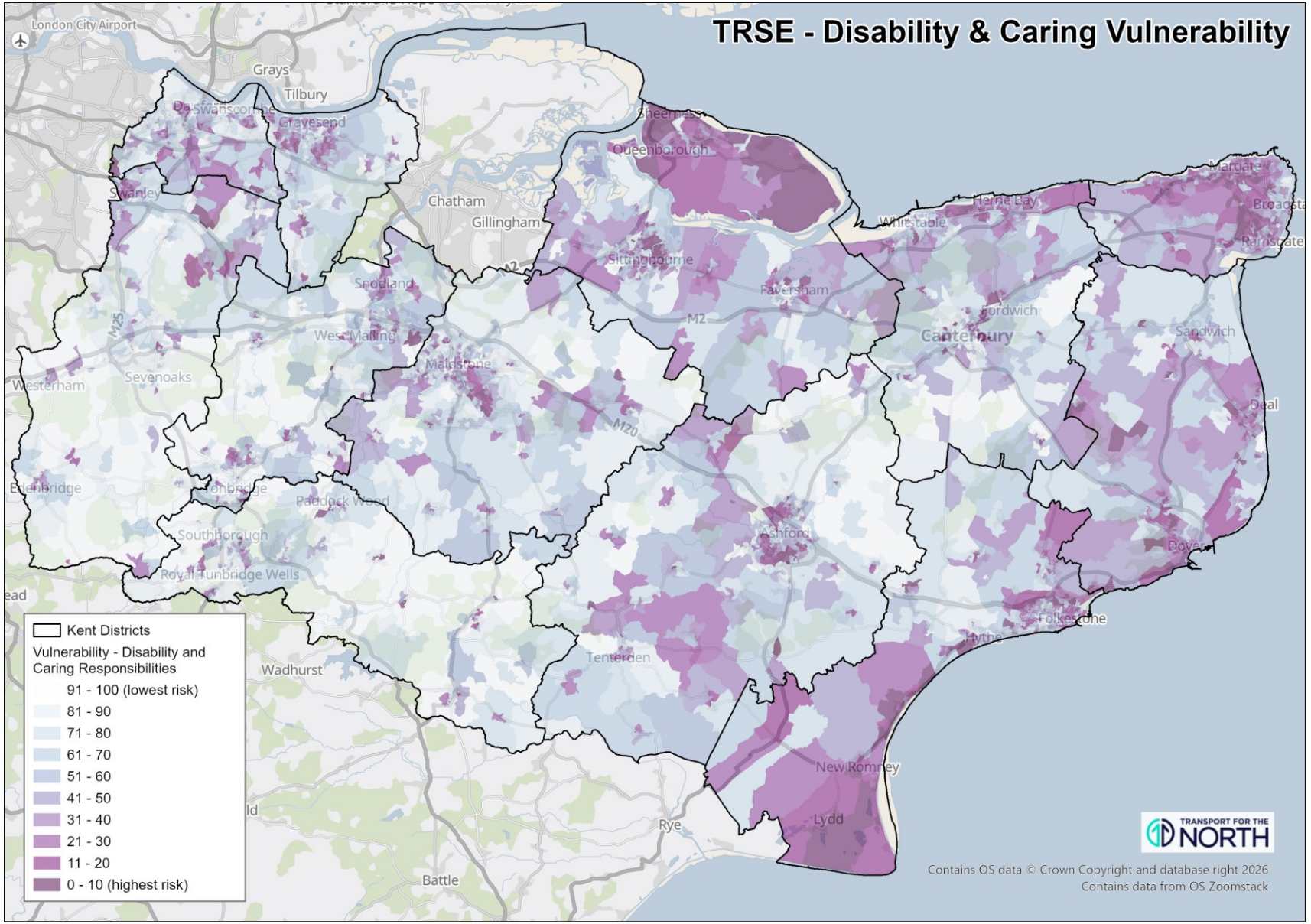
TRSE – Vulnerability Rank



Vulnerability Rank includes:

- *Disability & caring*
- *Childcare / young people*
- *Low income / poverty*

TRSE – Disability & Caring Vulnerability



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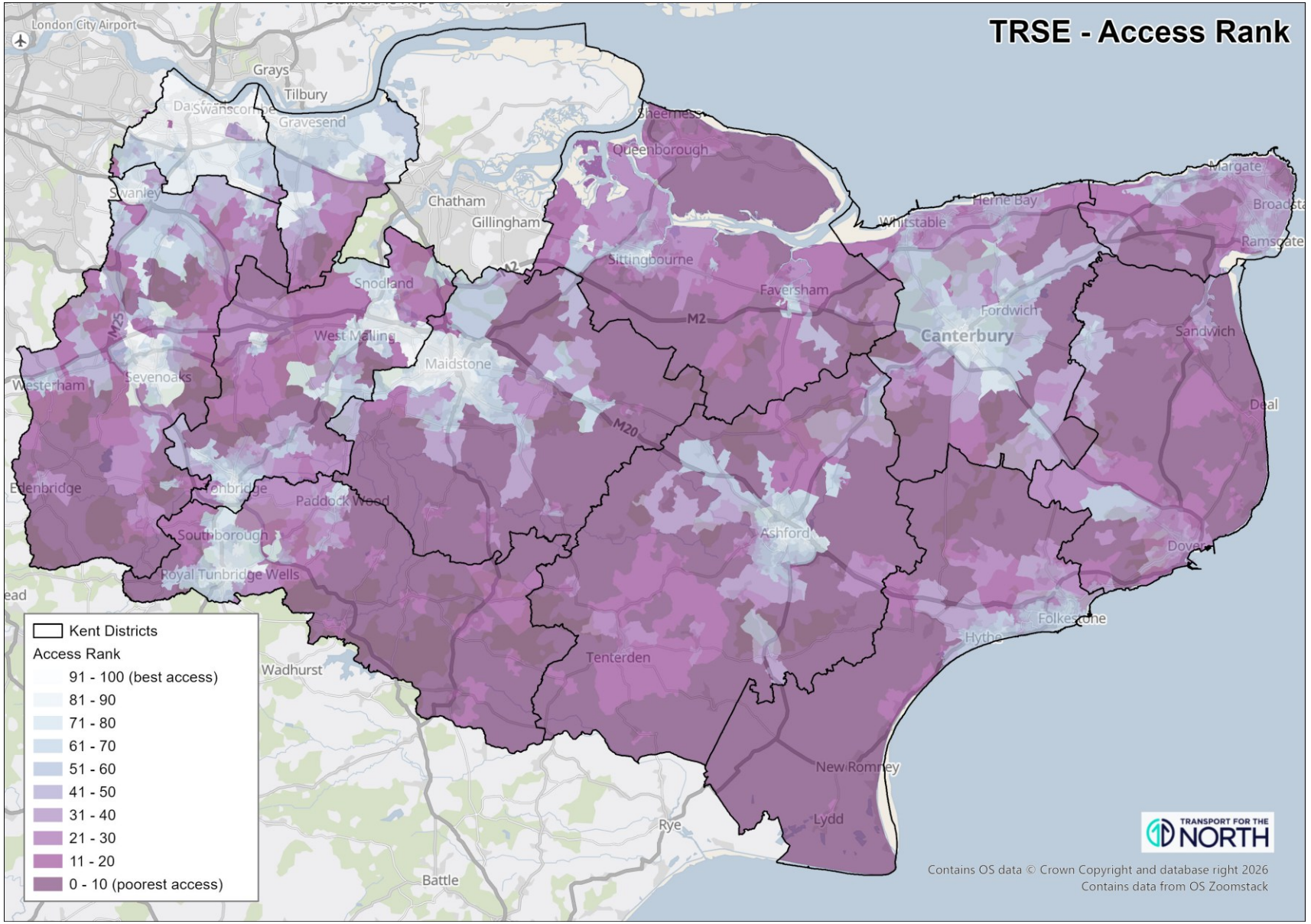
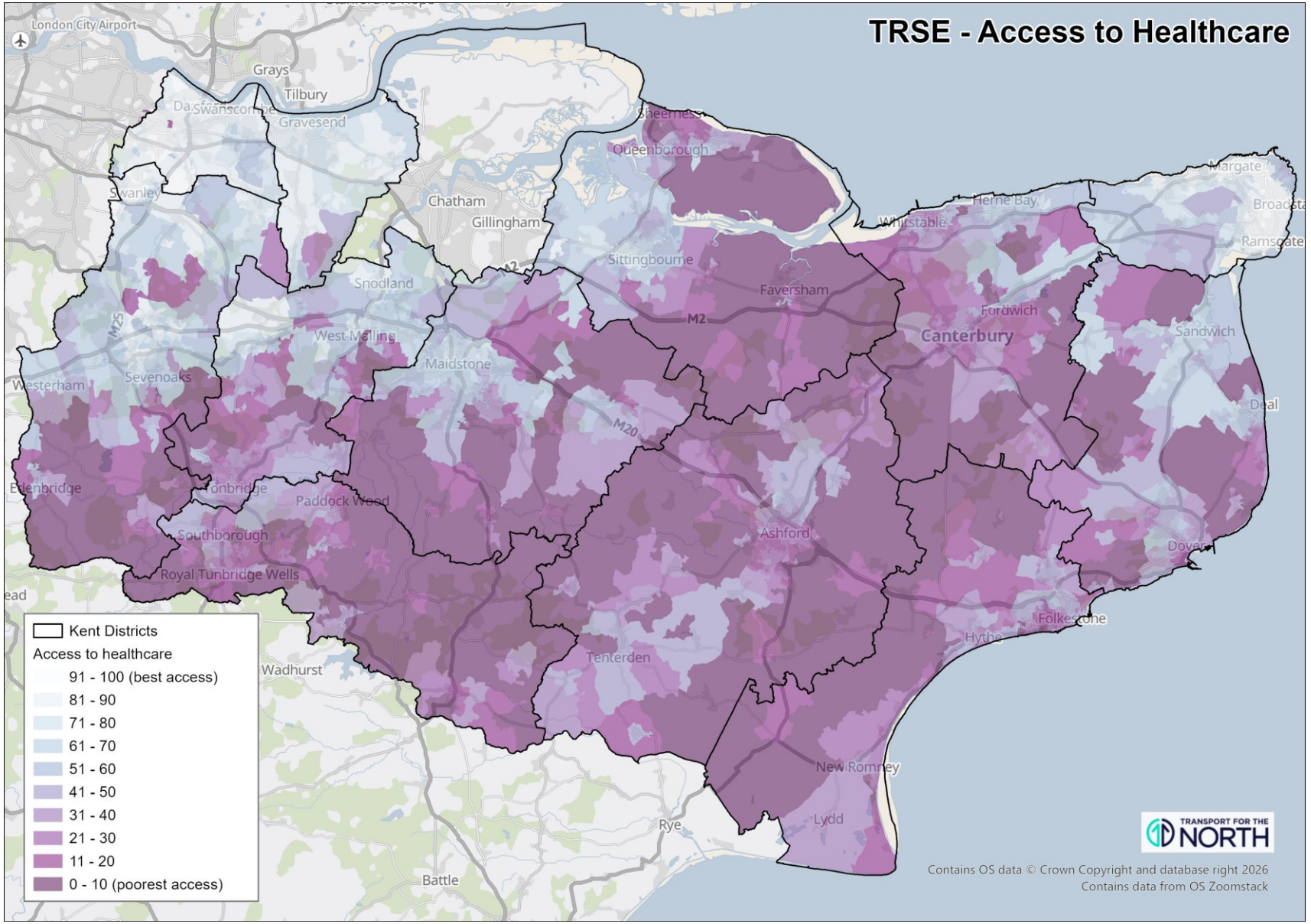
TRSE – Access Rank



Access Rank includes:

- *Work*
- *Education*
- *Health*
- *Amenities*

TRSE – Access to Healthcare



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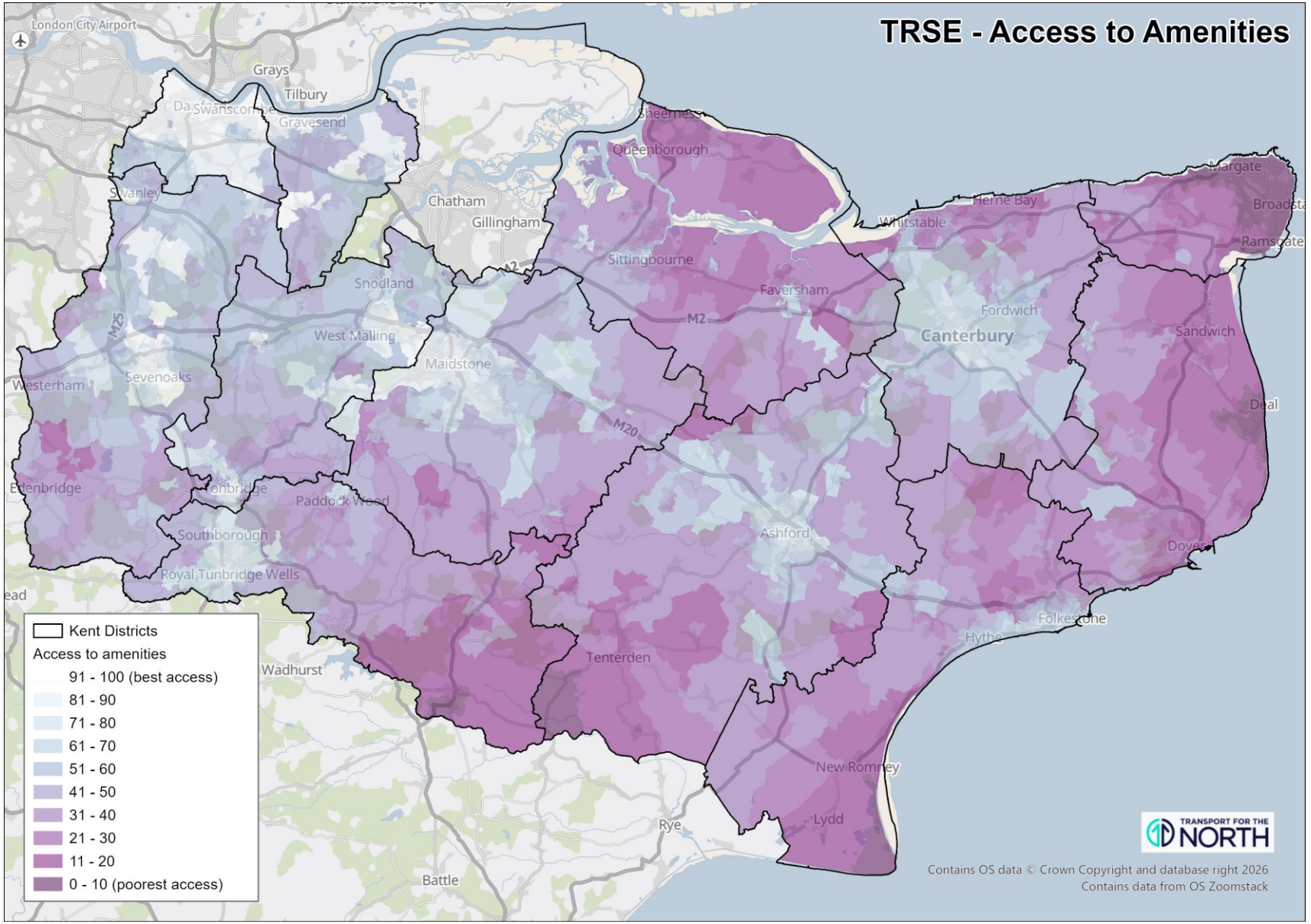
TRSE – Access to Amenities



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Further Information

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Report writer
Charlotte Prior, Analyst Manager (Projects)

EQIA Submission Draft Working Template

Section A

1. Name of Activity (EQIA Title):

Community Wellbeing Services for Adults with Sensory Impairments
Updated 21/08/2026

2. Directorate

Adult Social Care and Health

3. Responsible Service/Division

Adults and Integrated Commissioning

Accountability and Responsibility

4. Officer completing EQIA

Charlotte Heydon-Millard

5. Head of Service

Georgina Walton, Assistant Director (Prevention)

6. Director of Service

Helen Gillivan

The type of Activity you are undertaking

7. What type of activity are you undertaking?

Service Change – *operational changes in the way we deliver the service to people.* Answer Yes/No

Yes

Service Redesign – *restructure, new operating model or changes to ways of working.* Answer Yes/No

Yes

Project/Programme – *includes limited delivery of change activity, including partnership projects, external funding projects and capital projects.* Answer Yes/No
No
Commissioning/Procurement – *means commissioning activity which requires commercial judgement.* Answer Yes/No
Yes
Strategy /Policy – *includes review, refresh or creating a new document.* Answer Yes/No
No
Other – Please add details of any other activity type here.
8. Aims and Objectives and Equality Recommendations
Overview Sensory Services provide specialist support for people who are Deaf, hard of hearing, blind, partially sighted, or Deafblind. The service helps individuals maintain independence, safety and communication through assessments, equipment, rehabilitation and tailored advice. Support often includes help with communication methods, orientation and mobility, environmental adaptations, and connection to specialist community resources. Currently there are a number of separate contracts delivering wellbeing and navigation services, these contracts have been extended to March 2027 and need to be recommissioned to ensure compliance with procurement regulations and ensure the future service/s align with business need. • Wellbeing Services in the Community for Older People (55+) • Wellbeing Services in the Community for people with dementia and their families • Wellbeing Services in the Community for those with a physical disability • Wellbeing Services in the Community for adults with sensory impairments

It is proposed that sensory services remain as a separate specialist contract and access point, ensuring that specialist support is available for people when they make contact. This will help maintain a clear pathway for people with sensory impairments and ensure access to providers with appropriate expertise.

- Assessment for hearing or vision loss, including communication support and equipment.
- Orientation and mobility support, including assistance with safe navigation and environmental adaptations.
- Communication support needs, including British Sign Language, alternative communication methods and specialist advice.

For contextual relevance, the historical access of wellbeing services by people with sensory needs is detailed below:

Year	Individuals with sensory needs accessing wellbeing services
2023-2024	22,954
2024-2025	23,500
2025-2026	25,347

These services aim to promote proactive health and wellbeing, increase independence, and reduce or delay the need for additional care and support.

The requirements of the service will remain the same within the financial envelope of what is expected to be spent on Sensory Wellbeing services in 2026/27. The specification will have alignment with the 2025-2035 Prevention Framework and clearer expectations on the data and KPIs that providers report to help demonstrate the impact of these services.

These changes stem from previous consultation and engagement with VCSE partners, staff and people with lived experience. The Sensory Wellbeing Service supports residents who may be experiencing challenges that impact their ability to stay well, independent, and connected. The service provides practical guidance, emotional support, and links to local resources that help individuals manage long-term conditions, improve daily living, and reduce isolation. It plays a preventative role—supporting people early, before their needs escalate to statutory services.

The service recognises that sensory loss creates specific barriers to communication, mobility, access to information and community participation, and therefore requires tailored, specialist interventions. Commissioned partners support Kent County Council to meet its duties under the Care Act 2014, Deafblind Guidance, Equality Act 2010 and Accessible Information Standard by delivering accessible, rehabilitative and culturally competent support that promotes independence, safety, wellbeing and equality.

Top 3 reasons for referrals:

- Support managing long-term conditions – advice, reassurance, and navigation of health and community resources.
- Practical assistance for physical disabilities – support to maintain independence and engagement.
- Emotional wellbeing and mental health support – early help for anxiety, loneliness, and related concerns.

Some of the proposed changes to the future service

Priority Groups

The service will remain open access; however, the new specification will clearly outline priority groups to ensure providers tailor their services appropriately and make them genuinely accessible. These groups represent populations who are more likely to face barriers when accessing services and are therefore at greater risk of being underserved. Supporting these groups is a key part of our commitment to reducing health inequalities.

- Priority groups will be identified using data and current needs analysis.
- The current service specifications already reference accessibility, though the level of detail varies between them.
- The new specification will strengthen and clarify these requirements specifically for Sensory Wellbeing Services so that expectations around accessibility are explicit. This will help providers fully understand their responsibilities, improve consistency in how equality considerations are applied, and ensure the service better meets the needs of priority groups. Making these requirements clearer also reinforces our statutory duties under the Equality Act and supports our commitment to tackling health inequalities by ensuring services are accessible, equitable, and responsive to diverse needs.
- Providers will also be required to report data on priority groups of communities facing barriers to demonstrate accessibility and outreach.
- Communities facing barriers include:
    - People residing in areas of deprivation, including coastal areas

- People from the Global Ethnic Majority
- People with multiple long-term conditions with high complexity (multi-morbidity)
- People from the Gypsy Roma Traveller community
- People experiencing homelessness (people being supported by housing/homelessness support services).
- People experiencing poor transport links or issues with accessing local services
- People who are living alone
- People who are experiencing poverty and income deprivation
- Veterans

Demand/Need:

- Kent analytics shows current service distribution aligns with projected future demand and this will continue under the new contract.
- No major geographic or demographic disparities expected to emerge from the redesign.
- As the new service model does not propose changes to the overall distribution of provision, we expect future delivery to remain aligned with anticipated need

Levels of support:

- There will be clear levels of need which help determine the intervention/level of support.
- All services remain outcome focused, promoting wellbeing and independence.
- Sensory services remain as a separate contract.

Data, KPIs and Reporting Requirements:

- Record sensory impairment type consistently, including visual impairment, hearing impairment and Deafblindness where applicable.
- Set KPIs to reduce unknown or incomplete equality monitoring data.
- Undertake accessibility audits and require providers to develop and monitor improvement actions.
- Monitor access, reach, outcomes, user experience and equity of access across Kent.
- Use service user feedback and lived experience to inform continuous improvement and future specification development.

Section B – Evidence

9. Do you have data related to the protected groups of the people impacted by this activity? *Answer: Yes/No*

Yes

10. Is it possible to get the data in a timely and cost effective way? *Answer: Yes/No*

Yes

11. Is there national evidence/data that you can use? *Answer:* *Yes/No*

No

12. Have you consulted with Stakeholders?

Answer: Yes/No

Stakeholders are those who have a stake or interest in your project which could be residents, service users, staff, members, statutory and other organisations, VCSE partners etc.

Yes

13. Who have you involved, consulted and engaged with?

Engagement undertaken for the wider Community Wellbeing recommissioning has informed the development of the future service approach. Additional sensory-specific engagement should be included where available, particularly with people with lived experience of sight loss, hearing loss and Deafblindness, carers, sensory providers, VCSE partners, frontline staff and specialist community organisations.

Kent County Council (KCC) has invited organisations such as the Voluntary, Community and Social Enterprise (VCSE) and people with lived experience to participate in engagement events to help shape the future commissioning of community wellbeing services for older people, individuals with physical disabilities, sensory impairments, and dementia.

Feedback on the proposed future Wellbeing services contracts has been gathered from face to face events and virtual meetings, and survey questionnaires. The feedback has been analysed and findings documented and discussed at follow up engagement sessions.

In planning the redesign, the following considerations were made:

- Discussions with VCSE providers on how to best engage people and utilise existing forums to engage people.

- Thinking about protected characteristics and where there are gaps in data and therefore more engagement with certain groups/communities in Kent, for example ethnicity and religion.

Engagement events Held:

Month	Group	Audience	Method	No: of Attendees
November 2025	Peoples Panel	People with Lived experience	Face to Face	9
December 2025	VCSE Co-design event (East Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	10
	VCSE Co-design event (East Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	18
	VCSE Co-design event (West Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	15
	VCSE Co-design event (North Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	12
	VCSE Co-design event (Countywide)	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	22
	VCSE Co-design event (Countywide)	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	33
January 2026	Community Wellbeing co-design outcome session-External	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	24
	Community Wellbeing co-design workshop-Staff	Workforce	Virtual	22
February 2026	KCC-Adult Social Care Connect	Workforce	Virtual	43
	Community Wellbeing co-design outcome session-External	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	21

	Community Wellbeing co-design session	People with Lived experience	Face to Face	5
	Community Wellbeing co-design session	People with Lived experience	Face to Face	4
	Wellbeing co-design session	People with Lived experience	Virtual	12
March 2026	Community Wellbeing co-design session	People with Lived experience	Face to Face	6
	Community Wellbeing co-design session	People with Lived experience	Face to Face	7
	Community Wellbeing co-design session	People with Lived experience	Face to Face	9
June 2026	Wellbeing KPI & Outcomes Workshop	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	27

Survey questionnaires have been sent out to 40 subcontractors and to Health Alliance. There will be engagement with District Council Chief Executives at the start of April.

Stakeholders engaged with to date:

- VCSE (voluntary, community and social enterprise) providers
- NHS with verbal updates provided in meetings
- KCC Public Health
- KCC Adult Social Care and Health directorate
- KCC Consultation and Engagement team
- KCC Adult Social Care People's Panel
- Adult Social Care Senior Management team
- Kent and Medway VCSE Steering Group
- KCC Cabinet Members
- District Councils
- GET
- Social Care staff

- Kent residents
- Care providers
- VCSE

The draft EQIA has been shared with providers and updated to reflect comments.

14. Has there been a previous equality analysis (EQIA) in the last 3 years? *Answer: Yes/No*

No

15. Do you have evidence/data that can help you understand the potential impact of your activity? *Answer: Yes/No*

Yes (Contract equalities monitoring data)

Uploading Evidence/Data/related information into the App

Sensory impairment data includes information relating to visual impairment, hearing impairment and Deafblindness where available.

Data quality and consistency will need to be strengthened through future contract monitoring, including clearer recording of Sensory Need type and actions to reduce unknown or incomplete data.

Although there has been analysis for each protected group, many individuals have multiple protected characteristics that need to be considered holistically. This is particularly important for people with sensory impairments who may also be older, have additional disabilities, experience social isolation, have communication barriers, or rely on carers.

It is important to note that capturing and reporting on carers' responsibilities has not consistently been part of contract monitoring.

While carers' responsibilities are not a protected characteristic under the Public Sector Equality Duty, this EQIA includes consideration of carers because they may be affected by sensory service design, access routes and support availability.

Section C – Impact

16. Who may be impacted by the activity? *Select all that apply.*

Service users/clients - *Answer: Yes/No*

Yes
Residents/Communities/Citizens - *Answer: Yes/No*
Yes
Staff/Volunteers - *Answer: Yes/No*
Yes
17. Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing? *Answer: Yes/No*
Yes
18. Please give details of Positive Impacts
• Maintaining sensory services as a separate specialist contract supports tailored provision for people with sensory impairments. • Clear referral routes and specialist access points can reduce confusion, repetition, delay, and is vital for those with communication needs. • Accessible communication methods can improve access for people who are Deaf, hard of hearing, blind, partially sighted or Deafblind. • Specialist equipment, rehabilitation, advice and guidance can support independence, safety and wellbeing. • Clear KPIs and improved equality monitoring will support continuous improvement and help identify unmet need. • Focus on supporting communities facing barriers.
Negative Impacts and Mitigating Actions
19.Negative Impacts and Mitigating actions for Age
a) Are there negative impacts for Age? *Answer: Yes/No*
No
b) Details of Negative Impacts for Age
Although no negative impact has been identified, the future service design should consider the age profile of people with sensory impairments, particularly older people who may experience sight loss, hearing loss, frailty, digital exclusion, social isolation, or multiple long-term conditions.

25,347 Individuals were supported in the current services during 2025/2026, the following table shows the age ranges:

Age	%
Under 18	0%
18-24	2.92%
25-59	21.92%
60-79	32%
80-89	34.83%
90+	7.66%
Unknown	0.67%

The age data suggests Sensory Services are used mainly by older adults, but with a notable working-age cohort too.

- Sensory Services supported 25,347 people in the dataset.
- The largest age groups using Sensory Services are:
  - 80-89: 34.83%
  - 60-79: 32%
- This means 74.49% of Sensory Services users are aged 60+, so the service is predominantly supporting older people.
- However, 24.84% of Sensory Services users are aged 0–59, mainly:
  - 25–59: 21.92%
  - 18–24: 2.92%
  - -18: 0%

Sensory Services current use strongly reflects the age-related prevalence of sensory impairment, particularly among older adults, but the future service design should not assume sensory need is only an older person's issue. It should retain accessible support for younger adults, especially those aged 25–59, while ensuring the model is robust for increasing older-age demand.

Kent has a greater proportion of people aged 50+ years and above compared to the national average in England. Just over a fifth of Kent's population is aged 65 and over (20.5%).

According to a Kent Analytics report (Over 55 population forecast (2024/2039) the population aged 55 and over in Kent is forecast to increase by around 25% by 2039, yet the proportion of population aged under 65 is only forecast to increase by 12.3%. The largest percentage growth is expected in Dartford, Folkestone & Hythe, Thanet and Tunbridge Wells, therefore the service design needs to continue to deliver support for an increasing older-age population.

c) Mitigating Actions for Age

As part of the specification and KPI's the following will be considered:

Ensure multi-channel access, accessible information, non-digital routes, home visits where appropriate, additional time for assessments, and outreach through health, social care, libraries, community groups and social prescribing routes. Future providers should demonstrate how individuals with sensory impairments will be supported in ways that reflect their life stage, communication needs and personal goals. This should include but is not limited to:

Access:

- Embed multi-channel access- not digital only, Telephone, face to face, written materials, large print, Braille, audio, easy read, large font BSL, easy read or accessible formats for people with sensory impairment, interpreters where required.
- Digital Inclusion support: device support sessions, and alternative non-digital routes.
- Offering a mix of face-to-face and digital provision, delivered through one-to-one and group-based interventions, to ensure accessibility and inclusivity for those with different sensory needs, preferences, and circumstances.
- Building close working relationships with potential referral agencies will be vital to improving access to the Service and facilitate working with communities
- When communicating with a Person with a sensory impairment, staff/volunteers are as inclusive as possible, using appropriate formats, and whenever necessary make adjustments for the Person.

- With all forms of communication, the following guidance is used https://www.gov.uk/government/publications/inclusive-communication/accessible-communication-formats
- Allow extra time for transactions for those that need it. Better promotion of services, improved referral pathways and using Social prescribing to improve health.

Priority Groups:

- Providers to demonstrate targeted outreach and tailored interventions.
- Define priority groups including deprivation, Global Ethnic Majority, multimorbidity, homelessness, transport barriers.

Data, KPI's and Reporting Requirements:

- Improve age data- Mandatory age segmentation in reporting.
- KPIs covering access, reach, outcomes, user experience, and collaboration.
- Monitor usage by age to identify gaps.
- Continue engagement with people with lived experience across ages
- Use feedback to shape delivery models.
- Clear KPI'S.
- Equity of access across the County.

A large volume of Unknown/no data currently makes it difficult to understand young vs older usage patterns:

- Introduce standardised equality monitoring, including age segmentation.
- Build data quality expectation into KPI's and contract management.
- Use improved data to track whether younger people are underrepresented and adjust outreach accordingly.

d) Responsible Officer for Mitigating Actions – Age

Kate Silver

20. Negative Impacts and Mitigating actions for Disability

a) Are there negative impacts for Disability? *Answer: Yes/No*

No

b) Details of Negative Impacts for Disability

Although no negative impact has been identified, sensory-specific data and needs analysis will be considered in the future service design and specification.

The data from those supported by the sensory services during 2025/26 identifies that the proposals would have the greatest impact on people with:

Long-term conditions 54.91%

- Physical disability 4.72%
- Mental Health 6.4%

Sensory Services supported 25,347 people, of whom 54.91% were recorded as having a long-term condition. This highlights the importance of considering the interaction between sensory impairment and other ongoing health conditions when designing and delivering future services.

Sensory impairment-Visual Impairment
According to a Kent Analytics report the number of people aged over 65 years old, in Kent, with moderate or severe visual impairment is projected to increase by 28% by 2040, and those over 65 with registerable eye conditions are expected to increase by 30%.

Sensory Impairment- Hearing Impairment
The number of 18-64 year olds in Kent with severe hearing loss is projected to increase by 4% by 2040, while the number of people aged 65 and over is projected to increase by 38%.

Mitigating Actions for Disability

Maintain sensory services as a separate specialist pathway and contract; ensure accessible formats including large print, Braille, audio, Easy Read and British Sign Language where required; provide alternative access routes to telephone-only systems; allow additional communication time; and ensure clear referral routes to specialist sensory support.

Priority Groups:

- Connect, individuals with sensory-specific, community, groups to reduce, isolation and boost confidence.
- Optimise the effectiveness of prevention services to remove, reduce or delay care needs.
- Develop a co-ordinated offer across all council-wide commissioned services to support people to gain and maintain independence without formal care services
- Treating sensory services as a separate specialist pathway as proposed

- Consider intersectionality with other co-occuring conditions and ways to complement access to other services

Access:

- Clear referral routes from the point of access
- Guarantee clear signposting to required sensory specialists or Information, Advice and Guidance

Data, KPI's and Reporting Requirements:

- Accessibility audits- undertake annual audits and publish action plans
- Disability type recorded consistently; KPI's to reduce the "Unknown"

c) Responsible Officer for Mitigating Actions - Disability

Kate Silver

21. Negative Impacts and Mitigating actions for Sex

a) Are there negative impacts for Sex? *Answer: Yes/No*

No

b) Details of Negative Impacts for Sex

Although there is "No" negative impact for Sex, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

- In 2025-2026 Sensory Services supported 46% males and 53.66% females

The 2021 Census shows there are more females to males in Kent (51.2% female to 48.8% male) and this pattern is seen in all of Kent's local authority districts.

Sensory Services support 46% males, which is below the Kent male population proportion of 48.8%, suggesting potential underrepresentation that should be monitored through future contract reporting. Since much of Sensory impairment is age related and women typically have a longer life expectancy than men, this partly accounts for the greater representation of females. However, Sensory providers are aware that men may also present to Services less frequently and therefore target outreach.

c) Mitigating Actions for Sex

The future sensory service should monitor whether men, women or other groups experience different levels of access, outcomes or engagement. Where data indicates underrepresentation, targeted outreach and communication should be considered.

The specification to set clear expectation that there will be outreach to under-represented groups:

- Promotion tailored to different groups, representing diverse genders and ages.

d) Responsible Officer for Mitigating Actions - Sex

Kate Silver

22. Negative Impacts and Mitigating actions for Gender identity/transgender

a) Are there negative impacts for Gender identity/transgender? *Answer: Yes/No*

No

b) Details of Negative Impacts for Gender identity/transgender

Although there is “No” negative impact for Gender identity/transgender, we have analysed the data and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Sensory Services supported 0.33% of people that were listed as having gender reassignment/being transgender in 2025-2026.

This compares with 0.1% people of the Kent population. The proposals could therefore impact people listed as having gender reassignment/being transgender.

c) Mitigating actions for Gender identity/transgender

Ensure forms and communication routes are inclusive; respect names and pronouns; provide confidential disclosure routes; and ensure staff are trained in inclusive and respectful practice.

As part of the developing specification and KPI’s the following will be considered:

- Inclusive communication, forms include non-binary and transgender options.
- Inclusive practice: Pronouns respected, staff training, confidentiality protections.
- Safe disclosure processes so that people can disclose gender identity safely and privately.

Data, KPI's and Reporting Requirements to improve data capture and reporting through the new contract.

d) Responsible Officer for Mitigating Actions - Gender identity/transgender

Kate Silver

23. Negative Impacts and Mitigating actions for Race

a) Are there negative impacts for Race? *Answer: Yes/No*

No

b) Details of Negative Impacts for Race

Although there is "No" negative impact for Race, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

In 2025-2026, Sensory services supported:

- Asian: 0.43%
- Black: 0.64%
- Mixed: 0.88%
- White: 90.25%
- Unknown: 1.75%

The 2021 Census shows that 89.4% of residents were of White British ethnic origin. Asian ethnicity was 8.8%, Black was 5.2% and Mixed was 4.7%. By completing the Equality Impact Assessment, it is has identified that services are supporting a percentage of White residents slightly higher than the Kent population. However, the numbers of people supported from Asian, Black and Mixed ethnicity are lower to that of the Kent population.

Asian, Black and Mixed ethnicity members of these communities may have complex needs as well as additional language and cultural barriers. Individuals from Asian, Black and Mixed ethnicities may be disadvantaged in terms of actively self-referring to services due to language barriers and other cultural factors alongside their sensory needs. These individuals are likely to be disproportionately affected by the reduced capacity of providers to undertake assertive outreach work to engage with community groups who may be less able to access support through traditional referral pathways. People from a Black, Asian and other ethnic backgrounds are more likely to suffer from underlying health conditions and require support with navigating complex information and getting the right levels of support, which can be exacerbated by additional sensory needs.

c) Mitigating Actions for Race

In developing the Equality Impact Assessment, it has been identified that the percentage of people of Black, Asian and Mixed ethnicity supported by Sensory Services are lower in comparison to the Kent population. To consider in the future contract priority group to ensure a more targeted approach and support to communities to ensure the percentage of people supported reflects the Kent population.

Provide translated information where required; work with community connectors and culturally specific organisations; ensure staff receive cultural awareness and anti-racism training; and monitor ethnicity data to identify underrepresentation or inequitable access.

Access:

- Translated information-provide material in key community languages.
- Staff are trained in anti-racism and cultural awareness.
- Service design: Adapt activities to cultural norms, gender expectations, dietary needs, social practices.

Data, KPI's and Reporting Requirements:

- Developing Management Information requirements to ensure providers report on the ethnicity of the people who use their services and illustrate how they are ensuring their support is appropriately tailored to meet the needs of different ethnic groups and communities.
- Providers to complete robust reporting and improved data capture to ensure that all services have equitable access and service delivery and has a specific focus on the collection data which will include ethnicity.

Priority Groups:

- Community presence (targeted approach) : Work with cultural organisations, mosques, temples, African and Caribbean associations, Eastern European groups.

d) Responsible Officer for Mitigating Actions – Race

Kate Silver

24. Negative Impacts and Mitigating actions for Religion and belief

a) Are there negative impacts for Religion and Belief? *Answer: Yes/No*

No

b) Details of Negative Impacts for Religion and belief

Although there is “No” negative impact for Religion and belief, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

In 2025-2026 Services supported:

- Christian 53.66%
- Other religion – details are unknown 1.5%
- Hindu 2%
- Buddhist 0.16%
- Jehovah Witness 0%
- Jewish 1.42%
- Muslim 1.92%
- Sikh 1.58%
- No religion 27.92%
- Religion is unknown 9.83%

The 2021 Census shows that in Kent 40.9% had no religion, 48.5% were Christian, 1.2% Hindu, Muslim 1.6%, Sikh 0.8%, 0.6% Buddhist and 0.6% other religion. Therefore, the religion percentages supported by the services is broadly reflective of the Kent population, with Christianity being more highly represented in this data set than in the Kent population. There is also a percentage of

religion unknown particularly within the Sensory Services in the Community, which makes it more difficult to assess the potential impact of proposals on this protected characteristic.

c) Mitigating Actions for Religion and belief

Priority Groups:

- Activity times, dietary norms or cultural practices may exclude religious groups, almost 10% ” unknown” data reduces insight.
- Religious inclusion checks; Avoid scheduling essential activities during major Religious festivals where possible.
- Work with faith leaders, use community connectors to reach underrepresented faith groups.

Data improvement-

- Religion data must be captured (expect where individuals decline).

d) Responsible Officer for Mitigating Actions - Religion and belief

Kate Silver

25. Negative Impacts and Mitigating actions for Sexual Orientation

a) Are there negative impacts for sexual orientation. *Answer: Yes/No*

No

b) Details of Negative Impacts for Sexual Orientation

Although there is “No” negative impact for sexual orientation, we have analysed the data and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

In 2025-2026 Services supported:

- Heterosexual 85.33%
- Bisexual 1.33%
- Gay or lesbian 1.33%
- Unknown 10.42%
- Other 0.25%

The 2021 Census reported that 90.6% of Kent residents were heterosexual, 1.3% gay or lesbian, 1.1% bisexual and 6.7% not answered. The Sensory Services in the Community are supporting broadly representative percentage of people that are bisexual, gay or lesbian compared to the Kent population. There is also a percentage of unknown across the Services (10.42%).

c) Mitigating Actions for Sexual Orientation

As part of the specification and KPI's the following will be considered:

- Make it explicit in communications that services welcome LGBTQ+
- Confidential disclosure routes; people can disclose sexual orientation privately on forms or digitally
- Co-produce outreach with local pride organisations, support groups and with people with lived experience

Data:

- Reduce unknown sexual orientation data.

The demographics will be monitored, if there is a change in data, for example a decrease in the number of people who are gay accessing the services, reasons for this would be explored along with actions to improve accessibility of the services.

d) Responsible Officer for Mitigating Actions - Sexual Orientation

Kate Silver

26. Negative Impacts and Mitigating actions for Pregnancy and Maternity

a) Are there negative impacts for Pregnancy and Maternity? *Answer: Yes/No*

No

b) Details of Negative Impacts for Pregnancy and Maternity

Although there is "No" negative impact for Pregnancy and Maternity, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Providers capture if someone is currently pregnant or supporting someone that is in the maternity period of 33 weeks.

Of the 25,347 Individuals that Sensory services supported in 2025-2025, 1.75% were pregnant or supporting someone that is in the maternity period. Although the number is small, there could a be a negative impact on the health and wellbeing of the individual as

for this service they would have sensory needs in addition to being pregnant or during the maternity period. They could be accessing support to help them connect with others to improve mental health and wellbeing.

c) Mitigating Actions for Pregnancy and Maternity

As part of the specification and KPI's the following will be considered:

- Mobility issues, health needs, caring for a baby/young child may limit access.
- Signposting-strong links to maternity, midwifery, and early years support.
- Provide flexible appointment arrangements, accessible information
- Signposting where sensory impairment affects parenting, communication or safe access to support.

d) Responsible Officer for Mitigating Actions - Pregnancy and Maternity

Kate Silver

27. Negative Impacts and Mitigating actions for marriage and civil partnerships

a) Are there negative impacts for Marriage and Civil Partnerships? *Answer: Yes/No*

No

b) Details of Negative Impacts for Marriage and Civil Partnerships

Although there is "No" negative impact for Marriage and Civil partnerships, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Data shows a high proportion (46.4%) of people supported in 2025-2026 are not in a civil partnership, divorced, separated, widowed or single, this could have an impact on increasing social isolation if people are living alone and a loneliness risk where sensory impairment affects communication, confidence or ability to access community support.

c) Mitigating Actions for Marriage and Civil Partnerships

As part of the specification and KPI's the following will be considered:

- Ensure support networks, social prescribing partners and community connectors are utilised to identify and reach people at risk of isolation.
- Encourage sensory specific group-based community activates to build local networks.
- Structured loneliness pathway- Befriending, social clubs, peer networks, group-based wellbeing activities.
- Proactive identification of people living alone- GP referrals, housing referrals, care navigators
- Volunteer programmes-encourage neighbourly support and buddy schemes to reduce isolation.

d) Responsible Officer for Mitigating Actions - Marriage and Civil Partnerships

Kate Silver

28. Negative Impacts and Mitigating actions for Carer's Responsibilities

a) Are there negative impacts for Carer's Responsibilities? *Answer: Yes/No*

No

b) Details of Negative Impacts for Carer's Responsibilities

There is limited data on Carers Responsibilities as it has not been a requirement for the Community services to collect this data.

In Kent, in the Kent carers strategy an estimated 148,341 adults aged 16+ provide the following unpaid care each week:

- 94,640 provide 1-19 hours
- 18,131 provide 20-49 hours
- 35,570 provide 50 hours

Therefore, carers are playing a key role in supporting people and could negatively be impacted by the proposal if the person they care for has reduced access to the support and services affected by the proposal. This could impact a carer's mental health and wellbeing.

c) Mitigating Actions for Carer's Responsibilities

As part of the specification and KPI's the following will be considered:

- The future provider/s will be responsible to support carers to understand and support this best practice informed approach.
- Identify carers early- build mandatory carer screening into triage and referral forms.
- Carer wellbeing checks- signpost to carers support services, emergency plans, carers passport.

• Peer support for carers, group activities, respite sessions, wellbeing groups. **Data:** • Carer status captured for all people using services.
d) Responsible Officer for Mitigating Actions - Carer's Responsibilities
Kate Silver

From:	Georgia Foster, Cabinet Member for Adult Social Care Helen Woodland, Corporate Director, Adult Social Care and Health
To:	Adult Social Care and Public Health Cabinet Committee – 24 September 2026
Subject:	**Community Wellbeing Service for Older People, Physical Disability and Dementia**
Key Decision:	Yes
Decision no:	**26/00057**
Classification:	Unrestricted
Past Pathway of report:	None
Future Pathway of report:	Cabinet Member decision
Electoral Division:	All

Is the decision eligible for call-in? *Yes*

Summary: The Community Wellbeing Service is a key component of Kent County Council's prevention offer and supported approximately 41,500 residents during 2025. The service helps people maintain their health, wellbeing and independence through community-based support, information, advice, practical assistance and social connections. This report sets out the rationale for recommissioning the Community Wellbeing Service for Older People, Physical Disability and Dementia through a Strategic Partner and Service Delivery Network model, together with a six-month extension of the current contracts to ensure continuity of provision during procurement and mobilisation.

Recommendation(s): The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

1. Introduction

1.1 Wellbeing Services are commissioned services which aim to help people take a proactive approach to their health and wellbeing, increase independence, and prevent, reduce or delay the need for additional care and support services.

1.2 The new Community Wellbeing Service for Older People, Physical Disability and Dementia will replace the existing Wellbeing Services in the Community

contracts, which are commissioned separately for older people, people with dementia, and people with physical disabilities through a range of Voluntary Community Sector Enterprise (VCSE) partners.

The current contracts are

- Wellbeing Services in the Community for Older People (55+)
- Wellbeing Services in the Community for people with dementia and their families
- Wellbeing Services in the Community for people with a physical disability

1.3 The existing contracts are due to reach the end of their permitted term on 31 March 2027, and no further contractual extension options are available. It is therefore necessary to commission a new service, and engagement has been undertaken with providers, people with lived experience and staff to co-design the new Community Wellbeing Service for Older People, Physical Disability and Dementia offer.

1.4 The proposal to seek a six-month extension to the current contracts (as set out above) does not represent a change to the service scope. The extension will allow sufficient time for completion of the procurement process, contract award, any applicable standstill period and a comprehensive mobilisation period to support safe transition of services. This approach will maintain compliance with procurement legislation and the Council's governance requirements while ensuring continuity of service for residents. Without an extension, the Council would face a significant risk of service disruption, which could adversely affect residents, operational delivery and the Council's statutory duties.

1.5 Procurement and mobilisation will be between December 2026 to September 2027, with the new service delivery commencing from October 2027. It is proposed that the new contract will run for an initial period of two years, with two optional extension periods of 12 months. The proposed contract term balances provider stability and investment confidence with flexibility to respond to Local Government Reorganisation, Neighbourhood Health developments and future commissioning requirements.

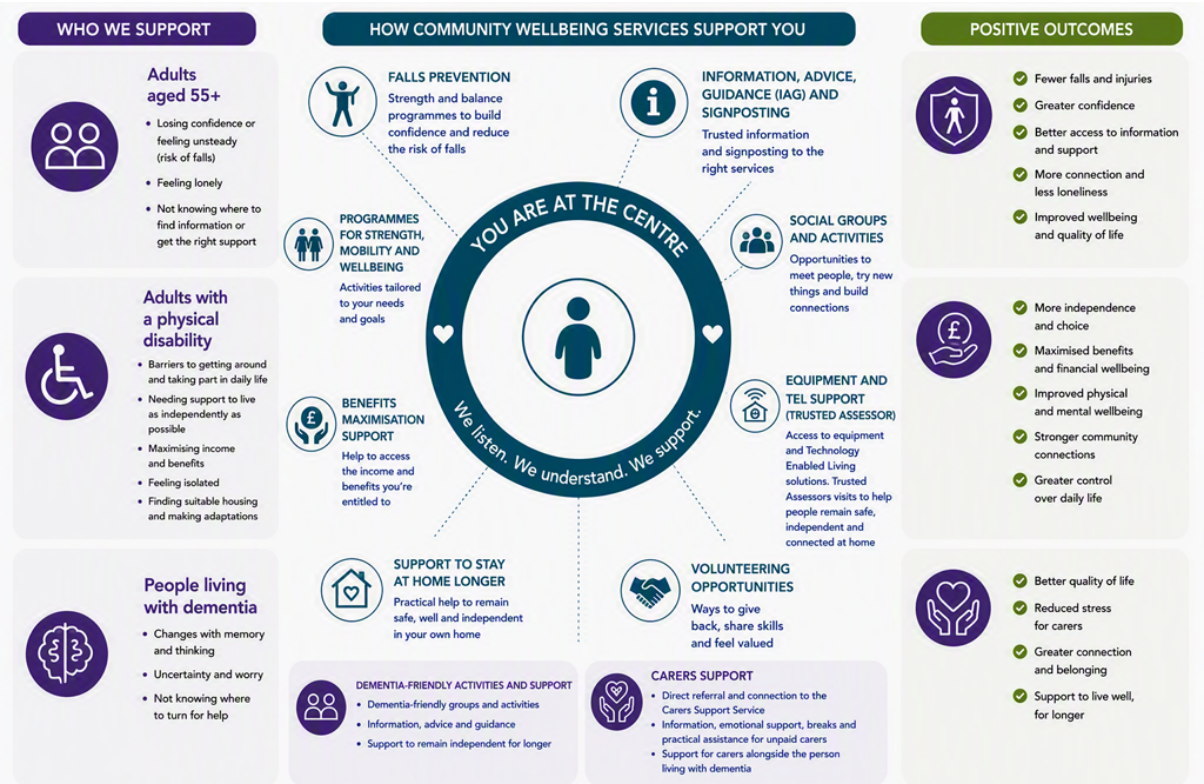
2. Background

2.1 The Community Wellbeing Service aims to help people take a proactive approach to their health and wellbeing, increase independence, and prevent, reduce or delay the need for statutory services. This is achieved via support which includes, but is not limited to: peer groups, physical activities, providing information (e.g. about support in the local community and how to manage money and benefits), supporting people to live safely in their own home, and maintaining and adapting an individual's home to their needs with low level trusted assessor equipment.

2.2 These services form part of Kent County Council's (KCC) wider prevention offer and contribute to reducing demand for statutory services by intervening early and supporting people to manage their wellbeing before needs escalate.

2.3 During 2025, the existing Community Wellbeing Services supported approximately 41,500 Kent residents, demonstrating the significant scale and reach of the Council's preventative offer. Many people accessing the service have multiple and interconnected needs associated with older age, dementia, long-term health conditions and physical disabilities, highlighting the importance of coordinated, community-based support. The service also delivers a strong preventative and financial impact. During 2025/2026, the Community Wellbeing Service for people with a physical disability secured £2.1 million in additional welfare benefits for Kent residents, representing a 14:1 return on investment**.** In addition, 75.6% of people reported increased confidence and ability to manage independently following support**.** These outcomes demonstrate the value of preventative community-based support in improving wellbeing, maintaining independence, maximising household income and helping people manage their needs before more intensive care and support interventions are required.

2.4 The infographic below shows how the Wellbeing services support people.



3. Market, Stakeholder and Public Engagement

3.1 Between November 2025 and March 2026, seventeen engagement sessions, with representation from a wide range of external and internal stakeholders, were delivered through a combination of in-person and virtual meetings and workshops. These sessions have informed the design of the future service

3.2 The key findings from the events, were that services should:

- Be person centred and fully accessible
- Aim to reduce duplication and work in partnership with other services
- Include peer support and volunteering opportunities
- Include multiple support options
- Recognise transport barriers

3.3 People with lived experience will continue to play a role in the procurement, mobilisation and contract management.

3.4 A further engagement session held in June 2026, gave providers the opportunity to help shape the proposed Key Performance Indicators (KPIs) and wider performance management approach for the new contract.

4. Options Considered

4.1 Before deciding on the preferred way forward, the following options were considered:

Option Overview	Reason for Discounting / Carried Forward
Option 1: Do nothing / allow contract to expire Maintain the existing Community Wellbeing contracts until they expire on 31 March 2027	**Not recommended –** • This option would remove a key element of KCC's prevention offer, increasing the risk that people's needs escalate and require more intensive statutory intervention, resulting in poorer outcomes for residents and increased pressure on Adult Social Care service. • This would risk non-compliance with the Council's statutory or organisational duties. • The Council may face reputational damage by allowing essential provision to lapse. • There is a significant financial risk to the Voluntary, Community and Social Enterprise (VCSE) sector, potentially leading to job losses and a reduction in the sector's overall capacity.
Option 2: Bring service in-house KCC providing the service in house and remove the need for externally commissioned providers.	**Not recommended –** • While an in-house offer could provide greater direct control, this option would require significant upfront investment, ongoing workforce recruitment and management, and substantial operational

	infrastructure. • It would also present scalability and resilience risks given fluctuating demand. • Overall, this option would carry a high financial and resource burden and would not offer the flexibility or value for money required at scale. • There is a significant financial risk to the VCSE sector, potentially leading to job losses and a reduction in the sector's overall capacity. • This option may also reduce the flexibility and community reach currently achieved through the VCSE sector, potentially weakening the preventative impact of the service.
Option 3: Re-procure as three standalone services with separate contracts Three stand-alone contracts.	**Not recommended –** • Not recommended for services for older people, people with dementia, and those with a physical disability due to the confusion of having multiple referral pathways and the likelihood of those accessing the services requiring support from services that fall under more than one contract. • Evidence from the current service demonstrates that many people accessing support have multiple and overlapping needs. Maintaining separate contracts risks creating unnecessary hand-offs between services, duplication and a less seamless experience for residents.
Option 4: Re-procure Community Wellbeing Services for older people (55+), people with physical disabilities, and people living with dementia through a single contract structured into four separate service lots (including strategic partner)	**Recommended option –** • A simplified offer, with services for older people, adults with physical disabilities, and those with dementia brought together under one contract in recognition that people often have a range of support needs. • Enables a holistic approach to service delivery, rather than the siloed structure of the current contract arrangements.

4.2 The preferred option is for the new service to be commissioned through a single procurement exercise comprising four lots, operating under a Strategic Partner and Service Delivery Network model. It will provide support for people aged 55 and over, adults with physical disabilities, and people living with dementia and their families.

5. How the proposed decision supports the Council's Strategic Statement

5.1 This commissioning exercise supports the priorities of Reforming Kent 2025-28 by enabling older people, people with physical disabilities, and those living with dementia to live healthy, independent, and fulfilling lives within their communities. The Community Wellbeing Service focuses on prevention and early intervention, helping individuals maintain independence, build resilience, and stay connected to local support networks.

5.2 The proposed model aligns with the Council's strategic shift towards prevention and early intervention, supporting better outcomes, greater independence, stronger community resilience, and reduced reliance on higher-cost statutory services. Delivery will be based on partnership working with local communities, the VCSE sector, health partners, and other organisations to provide integrated, person-centred support.

5.3 Overall, the investment in sustainable community wellbeing services will help residents remain independent and socially connected for longer, while delivering value for money through reduced demand for more intensive support services.

6. Service Specifications

6.1 The Service Specifications clearly outline the vision of the service and the approach.

'***People in Kent will have easier access to information and services in their communities, helping them to lead fulfilled, healthy and independent lives for longer.'***

6.2 The Community Wellbeing Service for Older People, Physical Disability and Dementia will provide support in the community for people living in Kent aged 55 and over (with no upper age limit) and for younger adults with complex or long-term needs. The service will also provide wellbeing support in the community for people aged 18 and over with a physical disability, and/or Dementia.

6.3 The service specifications outline how the service should provide holistic, flexible, and person-centred support, which can be achieved via support which includes, but is not limited to: peer groups, physical activities, providing information (e.g. about support in the local community and how to manage money and benefits), supporting people to live safely in their own home, and maintaining and adapting an individual's home to their needs with low level trusted assessor equipment. The Service should strengthen social connections and empower communities, acknowledging the significant role that connected communities play in improving health, wellbeing and resilience.

6.4 Delivery of the service will be via a four-lot commissioning model comprising one Strategic Partner lot and three service delivery lots as set out in the table below.

	Lot	**Community Wellbeing Service Strategic Partner**
Service Delivery Network	**Lot**	**Community Wellbeing Service for older people aged 55+ (Individuals under the age of 55 are eligible for support if they have complex needs)**
	Lot	**Community Wellbeing Service for adults (aged 18+) with a physical disability**
	Lot	**Community Wellbeing Service for People with Dementia and their Families in Kent**

6.5 The Strategic Partner replaces multiple existing referral and coordination arrangements and provides a single access route for residents, reducing duplication and improving consistency.

6.6 The Service Delivery Network will bring together specialist providers to deliver community wellbeing support for older people, adults with physical disabilities, and people living with dementia and their families. Through close collaboration with the Strategic Partner and local partners, including VCSE and Small or Medium Enterprise (SME) organisations, the network will provide coordinated and person-centred support that reduces barriers to access, improves the individual's experience of support, and helps people maintain their independence, wellbeing and community connections.

6.7 **Service Boundaries and Partnership Working:** To ensure clear accountability and avoid duplication, the Community Wellbeing Service for Older People, Physical Disability and Dementia will provide preventative, community-based support. The service will not undertake functions that sit within Adult Social Care, commissioned care and support services, or other separately commissioned specialist services. Where individuals are identified as requiring additional assessment, care or support, providers will make appropriate referrals and signpost people to relevant services in accordance with agreed pathways.

6.8 **Support for Carers** The service will identify and engage unpaid carers where appropriate, providing information, advice and signposting. Providers will work collaboratively with the commissioned Carers' Support Service to ensure carers are aware of, and can access, specialist support

6.9 The recommissioning does not propose any reduction in eligibility, access or availability of support for current or future people who access the services.

6.10 Kent Analytics population and needs projections (Appendix 1) indicate:

- The population aged 55 and over in Kent is forecast to increase by around 25% by 2039.
- The number of 18-64 year olds in Kent with impaired mobility is projected to increase by 6% by 2040, and those with moderate personal care disability are expected to increase by 8%.
- The number of people in Kent aged 65 years old and over with dementia is projected to increase by 42% by 2040.

6.11 Kent Analytics population and needs projections (Appendix A) indicate significant growth in the number of older people living in Kent over the next 15 years. As age is a key risk factor for both dementia and mobility-related conditions, the projected increases in impaired mobility and dementia prevalence largely reflect the ageing population and increased life expectancy, rather than a sudden increase in the rate at which these conditions occur.

6.12 The performance framework for the contract will ensure that success is measured through a combination of activity, outcome and impact measures, including improvements in wellbeing and independence, reductions in loneliness and social isolation, increased community participation and access to support, user satisfaction, and evidence that preventative interventions help people remain independent and reduce reliance on statutory services.

6.13 The box below provides an example of how the future service could work.

> An individual experiencing declining mobility, social isolation and early memory difficulties may access the Community Wellbeing Service through the Single Point of Access. Following a holistic assessment, they could be connected with local wellbeing activities, peer support opportunities, assistive technology and specialist dementia support. By taking a coordinated approach to addressing multiple needs, the service helps people remain independent, maintain social connections and access support before needs escalate, reducing reliance on more intensive statutory services.

6.14 The management and implementation of the new service model will be delivered by KCC Adult Social Care and the Adults Commissioning and Partnerships Division.

7. Financial Implications

7.1 The proposed cost of recommissioning the Community Wellbeing Service for Older People, Physical Disability and Dementia is £2.62m per annum.

7.2 The new service length will be two years (1 October 2027 – 30 September 2029) with two optional extension periods of 12 months.

7.3 The estimated maximum value over the full four-year term is approximately £10.48 million. This is within the Medium Term Financial Plan (MTFP).

7.4 The estimated costs to KCC Adult Social Care will be consistent with current costs.

7.5 The six-month extension of the current contracts is estimated to cost £1.42m. The proposed extension reflects contract growth implemented during Years 4 and 5, resulting in costs that are £222,087 (full year) above the amount currently provided for within the MTFP. The subsequent tender exercise will realign expenditure with the MTFP allocation for Wellbeing Services of £2.62 million per year.

7.6 A mobilisation budget is recommended to support a safe and effective transition from contract award to service commencement. Mobilisation activity will include workforce transfer arrangements where applicable, recruitment, information governance, referral pathway development, system implementation, stakeholder engagement and service readiness. Mobilisation costs are currently estimated at up to £200,000 and will be confirmed through the procurement process. These costs will be funded through approved savings within the Carers' contract budget and are one-off implementation costs and not recurring annual expenditure.

7.7 The proposed commissioning approach comprises a Strategic Partner and Service Delivery Network model. Financial modelling indicates that implementation of the Strategic Partner function will require additional investment of £44,696 per annum, equivalent to approximately 1.2% of the annual contract value. The Strategic Partner will replace multiple existing coordination and referral arrangements, providing a more streamlined and consistent approach to access, oversight and service integration. Public Health has confirmed that this additional investment will be funded separately and will not create any additional pressure on the Adult Social Care budget. The Council considers this investment to represent good value for money, delivering improved system leadership, stronger accountability, greater consistency of access, reduced duplication and a more coordinated experience for Kent residents.

7.8 The table below provides a summary of the contract value:

Item	Value
Annual contract value	£2.62m
Initial term (2 years)	£5.24m
Maximum value including extensions	£10.48m
Six-month extension	£1.42m
Mobilisation budget	up to £200k
Strategic Partner additional investment provided by Public Health	£44,696 p.a.

7.9 Should additional external funding become available within the lifetime of the contract, it is proposed authority is delegated to the Corporate Director, Adult Social Care, in consultation with the Cabinet Member for Adult Social Care and

the Section 151 Officer, to accept and deploy such funding to enhance the approved service.

8. Legal Implications

8.1 KCC has statutory duties under the Care Act 2014 to promote individual wellbeing and to take steps to prevent, reduce or delay the development of needs for care and support. KCC also has a statutory duty to improve the health of the population and reduce health inequalities (Health and Social Care Act 2012). The proposed Community Wellbeing Service for Older People, Physical Disability and Dementia contributes to the discharge of these duties by providing preventative support which helps maintain independence and wellbeing.

8.2 KCC also has a duty to consider the sustainability of the care and support market when exercising its functions under the Care Act 2014. The proposed commissioning approach seeks to support a sustainable VCSE market whilst securing value for money and continuity of preventative services for Kent residents.

8.3 TUPE regulations may apply. During mobilisation, the Council needs to be conscious to mitigate the disruptive effect this may have on current people accessing the service.

9. Commercial Implications

9.1 The current contract is due to expire on 31 March 2027 and does not have any further permitted extensions.

9.2 The proposed contract modification, to extend the current contract arrangements, is permitted under Regulation 72(1)(b) of the Public Contracts Regulations (PCR) 2015. The extension relates to additional services not anticipated within the original procurement and is required to allow time to remodel and recommission the Community Based Wellbeing Service (SC19050). A change of provider for the proposed six-month period would create significant inconvenience and duplicate costs for the Council. The value of the extension is below 50% of the original contract value and therefore satisfies the requirements of Regulation 72(1)(b).

9.3 The modification is also permissible under Regulation 72(1)(e), as it is not considered substantial under Regulation 72(8). The nature and scope of the contract remain unchanged, there is no alteration to the economic balance in favour of the contractor, no change of provider, and no amendments that would have affected competition or bidder participation in the original procurement. The contract therefore remains materially the same.

9.4 In accordance with Regulation 72(3), a contract modification notice will be published. Following publication, any challenge must be brought within 30 days. If no challenge is received, the Council may proceed with the modification.

9.5 The Community Wellbeing Service will subsequently be recommissioned in accordance with the Procurement Act 2023 and associated regulations, with appropriate procurement and legal support in place to ensure compliance and manage risk. No further contract extensions are proposed.

9.6 The new Community Wellbeing Services for Older People, Physical Disability and Dementia Contract will include specific clauses to account for potential Local Government Reorganisation (LGR). Including such provisions will ensure the contract is flexible, legally robust, and able to adapt to future structural changes in local government while maintaining uninterrupted service delivery.

9.7 Spending will comply with 'Spending the Council's Money' and all relevant procurement legislation, including the Procurement Act 2023, which is expected to govern this procurement. A final confirmation of the applicable procurement regime will be made following assessment and advice from the Commercial and Procurement Division.

9.8 The commissioning activity required to support the re-procurement has been completed, including service review, stakeholder engagement, co-design and market preparation. However, the procurement process will not commence until December 2026 due to competing demands on Commercial and Procurement resources arising from the concurrent re-procurement of several of the Council's largest Adult Social Care contracts, alongside implementation of the new procurement legislative framework. The proposed extension will provide sufficient time to undertake a compliant, robust and appropriately resourced procurement process, securing best value outcomes for both the Council and its residents.

10. Equalities Implications

10.1 An Equality Impact Assessment (EqIA) has been completed (attached as Appendix 2). The assessment considered the potential impact of the proposed commissioning approach on people with protected characteristics under the Equality Act 2010. The assessment confirmed that the proposed service promotes equitable access to care and support, supports fair and consistent decision-making, and mitigates the risk of disparities in service delivery across different localities in Kent.

10.2 Particular consideration has been given to older people, disabled people and people living with dementia, who are among the primary beneficiaries of the service.

10.3 No adverse impacts have been identified that cannot be mitigated through service design, procurement and contract management arrangements.

10.4 The providers are required to work with the Council to undertake an annual review of the EqIA for the Community Wellbeing Service for Older People, Physical Disability and Dementia and demonstrate how they are delivering the recommendations identified by the EqIA to ensure the needs of populations with protected characteristics are met in the service the providers deliver. This will include making reasonable adjustments to make services accessible and tailored to meet different needs. Equality data will also need to be captured by the providers as part of the performance management of the contract.

11. Data Protection Implications

11.1 A Data Protection Impact Assessment (DPIA) has been started and will be updated with any information required as the recommissioning process progresses.

11.2 The providers will also be required to undertake a Data Protection Impact Assessment during mobilisation and support the completion of KCC's Data Protection Impact Assessment.

12. Conclusions

12.1 The recommissioning of the Community Wellbeing Service for Older People, Physical Disability and Dementia will ensure Kent County Council continues to deliver a strong prevention and early intervention offer that supports people to remain independent, connected and resilient within their communities. The proposed model responds to increasing demand, changing demographics and the growing need for coordinated community-based support.

12.2 The proposed Strategic Partner and Service Delivery Network model will provide a more integrated and person-centred approach to service delivery, improving access to support through a Single Point of Access, strengthening partnership working, and ensuring people are connected to the most appropriate services to meet their needs. The model recognises that many individuals experience multiple and overlapping needs and aims to provide a more seamless experience for residents.

12.3 The proposed service has been shaped through extensive engagement with Kent residents, providers, partners and staff, ensuring that the future model reflects local priorities, builds on community strengths and supports the Council's ambitions for prevention, wellbeing and reducing health inequalities.

12.4 A two-year contract, with two optional extension periods of 12 months, will provide stability for residents and providers while supporting investment, innovation and sustainable service delivery. The proposed contract arrangements have been designed to retain flexibility and respond to future developments, including opportunities arising from Neighbourhood Health and Local Government Reorganisation.

12.5 The recommissioning can be delivered within the approved financial envelope and does not propose any reduction in eligibility, access to support or service availability. A six-month extension to the current contracts is required to ensure continuity of provision whilst procurement and mobilisation are completed.

13. Recommendations: The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A)

14. Background Documents

Prevention Framework
Decision - 25/00014 - Wellbeing Services in the Community - Kent County Council - Council & Democracy

15. Appendices

Appendix A - Proposed Record of Decision
Appendix 1 - Kent Analytics Report
Appendix 2 - Equality Impact Assessment

16. Report Author

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:	DECISION NUMBER:
Georgia Foster, Cabinet Member for Adult Social Care	26/00057

Executive Decision – key

26/00057 Community Wellbeing Service for Older People, Physical Disability and Dementia

Decision: As Cabinet Member for Adult Social Care, I propose to:
a) **APPROVE** the commissioning of a new Community Wellbeing Service for Older People, Physical Disability and Dementia.;
b) **APPROVE** a six-month extension on the current Wellbeing Services in the Community Contracts to enable effective mobilisation and transition to the new service;
c) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to take relevant actions to secure and manage the six-month extension; negotiate, finalise the terms of, and (in consultation with the Cabinet Member for Adult Social Care) award the contract for the Community Wellbeing Service for Older People, Physical Disability and Dementia;
d) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health (in consultation with the Cabinet Member for Adult Social Care and S151 Officer) to exercise any approved contract extensions;
e) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health (in consultation with the Cabinet Member for Adult Social Care and S151 Officer), to accept and deploy any additional external funding secured during the lifetime of the contract to enhance the approved service, provided this does not create any unfunded financial commitment for the Council: and
f) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to enter relevant contracts or other legal agreements as required to implement the decision.

Reasons for decision:
The proposed Community Wellbeing Service for Older People, Physical Disability and Dementia will replace the existing Wellbeing Services in the Community (older people (55+), people with dementia and their families, and people with physical disabilities). Wellbeing services are a key element of Kent County Council's prevention offer, supporting people to maintain their health and wellbeing and independence, while preventing, reducing or delaying the need for statutory care and support services.

The current Wellbeing Services in the Community contracts expire on 31 March 2027 with no further extension options available. The proposal for a six-month

extension (1 April 2027 to 30 September 2027) to the current contract will allow for procurement and mobilisation of the new service whilst maintaining service continuity. The new service will commence on 1 October 2027.

The current contracts are:

- Wellbeing Services in the Community for older people (55+)
- Wellbeing Services in the Community for people with dementia and their families
- Wellbeing Services in the Community for people with a physical disability

The new service will be commissioned through a single procurement exercise comprising four lots, operating under a Strategic Partner and Service Delivery Network model. It will provide support for people aged 55 and over, adults with physical disabilities, and people living with dementia and their families.

How the proposed decision supports the Council's Strategic Statement:
This commissioning exercise supports the priorities of Reforming Kent 2025-28 by enabling older people, people with physical disabilities, and those living with dementia to live healthy, independent, and fulfilling lives within their communities. The Community Wellbeing Service focuses on prevention and early intervention, helping individuals maintain independence, build resilience, and stay connected to local support networks.

The proposed model aligns with the Council's strategic shift towards prevention and early intervention, supporting better outcomes, greater independence, stronger community resilience, and reduced reliance on higher-cost statutory services. Delivery will be based on partnership working with local communities, the VCSE sector, health partners, and other organisations to provide integrated, person-centred support.

Overall, the investment in sustainable community wellbeing services will help residents remain independent and socially connected for longer, while delivering value for money through reduced demand for more intensive support services.

Financial implications:
The proposed cost of recommissioning the Community Wellbeing Service for Older People, Physical Disability and Dementia is £2.62m per annum. The new service length will be two years (1 October 2027 – 30 September 2029) with two optional extension periods of 12 months. The estimated maximum value over the full four-year term is approximately £10.48 million. This is within the Medium Term Financial Plan (MTFP).

The six-month extension of the current contracts is estimated to cost £1.42m. The proposed extension reflects contract growth implemented during Years 4 and 5, resulting in costs that are £222,087 (full year) above the amount currently provided for within the MTFP. The subsequent tender exercise will realign expenditure with the MTFP allocation for Wellbeing Services of £2.62 million per year.

Legal implications:

The Council has statutory duties under the Care Act 2014 to promote individual wellbeing and to take steps to prevent, reduce or delay the development of needs for care and support. The proposed Community Wellbeing Service for Older People, Physical Disability and Dementia contributes to the discharge of these duties by providing preventative support which helps maintain independence and wellbeing.

The Council also has a duty to consider the sustainability of the care and support market when exercising its functions under the Care Act 2014. The proposed commissioning approach seeks to support a sustainable VCSE market whilst securing value for money and continuity of preventative services for Kent residents.

KCC also has a statutory duty to improve the health of the population and reduce health inequalities (Health and Social Care Act 2012).

Equalities implications:
An Equality Impact Assessment (EqIA) has been completed**.** The assessment considered the potential impact of the proposed commissioning approach on people with protected characteristics under the Equality Act 2010. The assessment confirmed that the proposed service promotes equitable access to care and support, supports fair and consistent decision-making, and mitigates the risk of disparities in service delivery across different localities in Kent.

Particular consideration has been given to older people, disabled people and people living with dementia, who are among the primary beneficiaries of the service. No adverse impacts have been identified that cannot be mitigated through service design, procurement and contract management arrangements.

The providers are required to work with the Council to undertake an annual review of the EqIA for the Community Wellbeing Service for Older People, Physical Disability and Dementia and demonstrate how they are delivering the recommendations identified by the EqIA to ensure the needs of populations with protected characteristics are met in the service the providers deliver. This will include making reasonable adjustments to make services accessible and tailored to meet different needs. Equality data will also need to be captured by the providers as part of the performance management of the contract.

Data Protection implications:
A Data Protection Impact Assessment (DPIA) has been started and will be updated with any information required as the recommissioning process progresses. The providers will also be required to undertake a Data Protection Impact Assessment during mobilisation and support the completion of KCC's Data Protection Impact Assessment.

Cabinet Committee recommendations and other consultation: The proposed decision will be considered by the Adult Social Care and Public Health Cabinet Committee on 24 September 2026 and the outcome included in the paperwork which the Cabinet Member will be asked to sign.

This version of the PROD is included in the agenda pack for committee members to review ahead of the meeting.

Any alternatives considered and rejected:

Option 1 Do nothing / allow contract to expire
This would risk non-compliance with the Council's statutory duties and remove a key part of the Council' s prevention offer increasing the demand on statutory adult social care services.

Option 2 Bring service in-house
While an in-house offer could provide greater direct control, it would require significant investment, workforce recruitment, infrastructure and operational capacity. It could also reduce VCSE sector capacity, flexibility and community reach.

Option 3 Re-procure as three standalone services with separate contracts
Not recommended for older people, dementia and physical disability services, as separate contracts could create confusing referral routes, duplication and hand-offs for people with overlapping needs.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

…….. ……

Signed Date

Kent Analytics Report – Wellbeing Services

January 2026

KENT ANALYTICS

Kent County Council kent.gov.uk

Introduction

This report has been produced by Kent Analytics to support the re-commissioning of the Wellbeing Service Provision, which helps people in Kent live the life they want while delaying the need for additional support, including Adult Social Care.

The report provides:

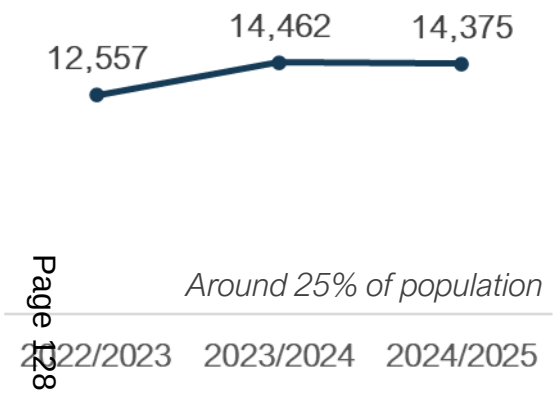
- A summary of service delivered over the past three years, along with projected future demand by need type.
- Socio-economic profiling, including demographic and geographic information on households in Kent likely to benefit from Wellbeing Services.
- Transport-related Social Exclusion maps identifying areas at risk of vulnerability and limited access to key resources.

Contents

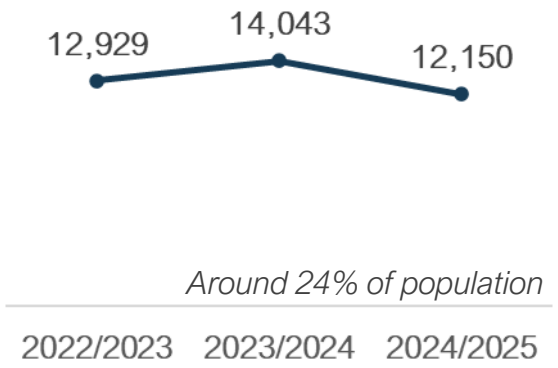
Over 55 Population - Demand

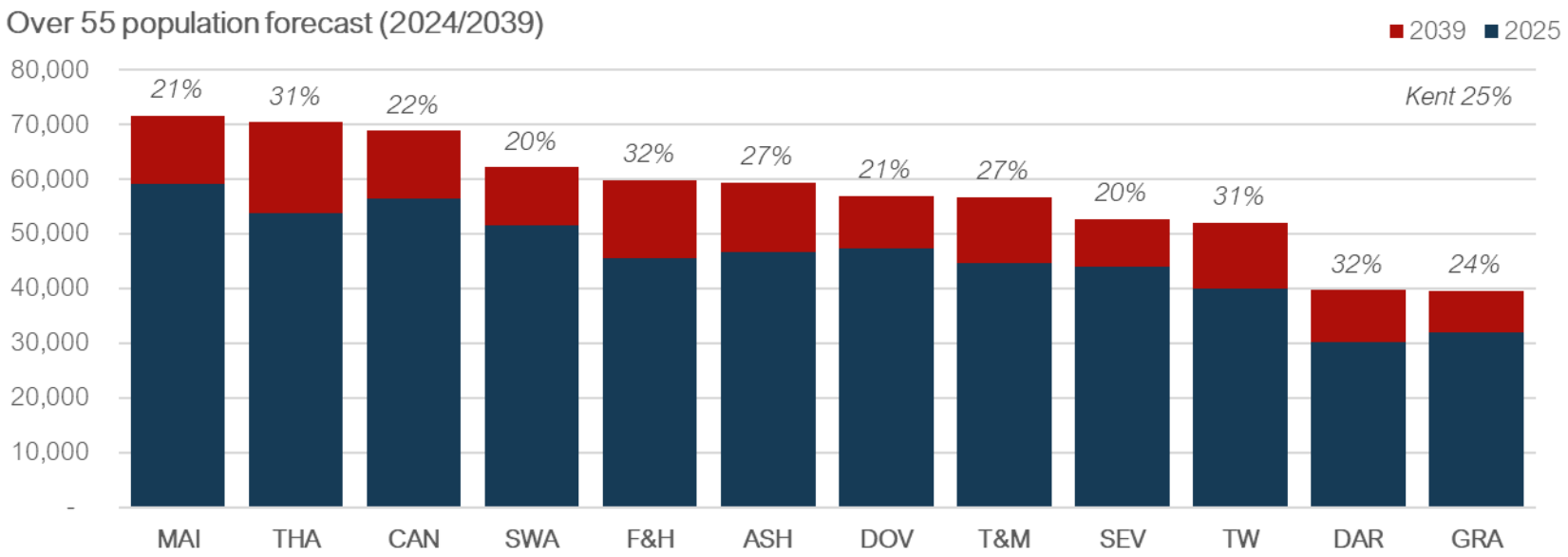
Over 55 population

People accessing Wellbeing Services in the community (55+)



People accessing Community Navigation*





The population aged 55 and over in Kent is forecast to increase by around 25% by 2039. The largest percentage growth is expected in Dartford, Folkestone & Hythe, Thanet and Tunbridge Wells.

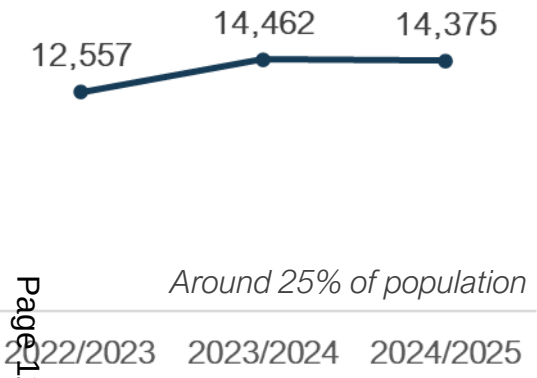
Maidstone currently has the highest population and is expected to remain the largest district over the next 15 years. Thanet is forecast to overtake Canterbury, and Folkestone & Hythe will move from the seventh-largest district to the fifth.

*Older people (55+) and those with complex issues related to illness, disability or mental health

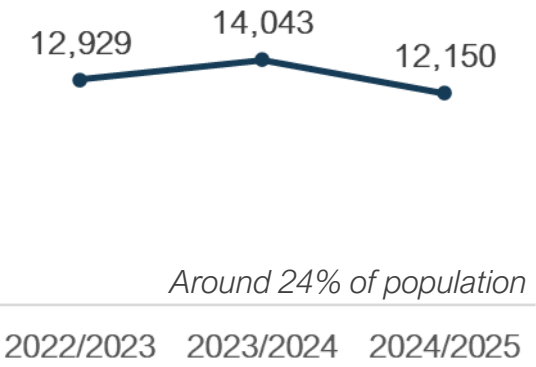
Source: Mid-Year Population Estimates (2024) & KCC Housing-led Population Forecast (2021)

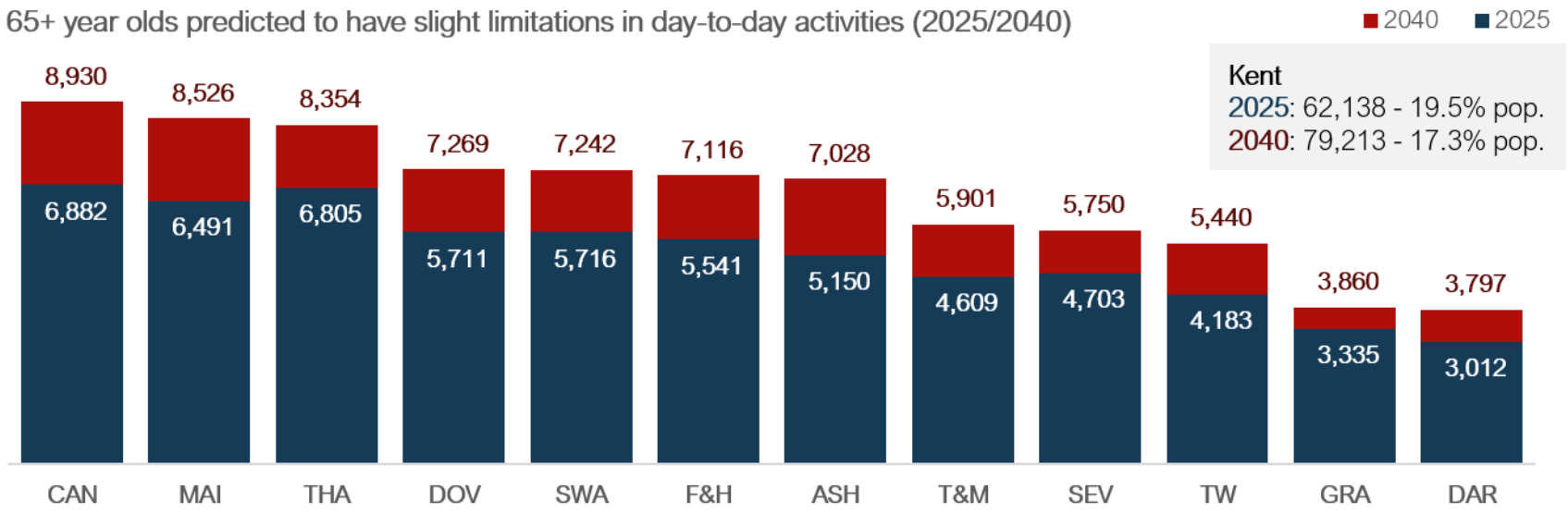
65+ day-to-day activities limited a little

People accessing Wellbeing Services in the community (55+)



People accessing Community Navigation*





The number of people aged over 65 years old in Kent with slight limitations in day-to-day activities is projected to increase by 27% by 2040, with projected increased ranging from 16% in Gravesham to 37% in Ashford.
Although the overall numbers are rising, the rate as a proportion of the 65+ population is projected to decrease.

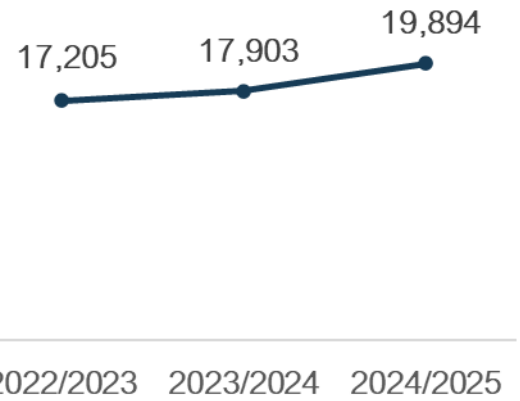
*Older people (55+) and those with complex issues related to illness, disability or mental health

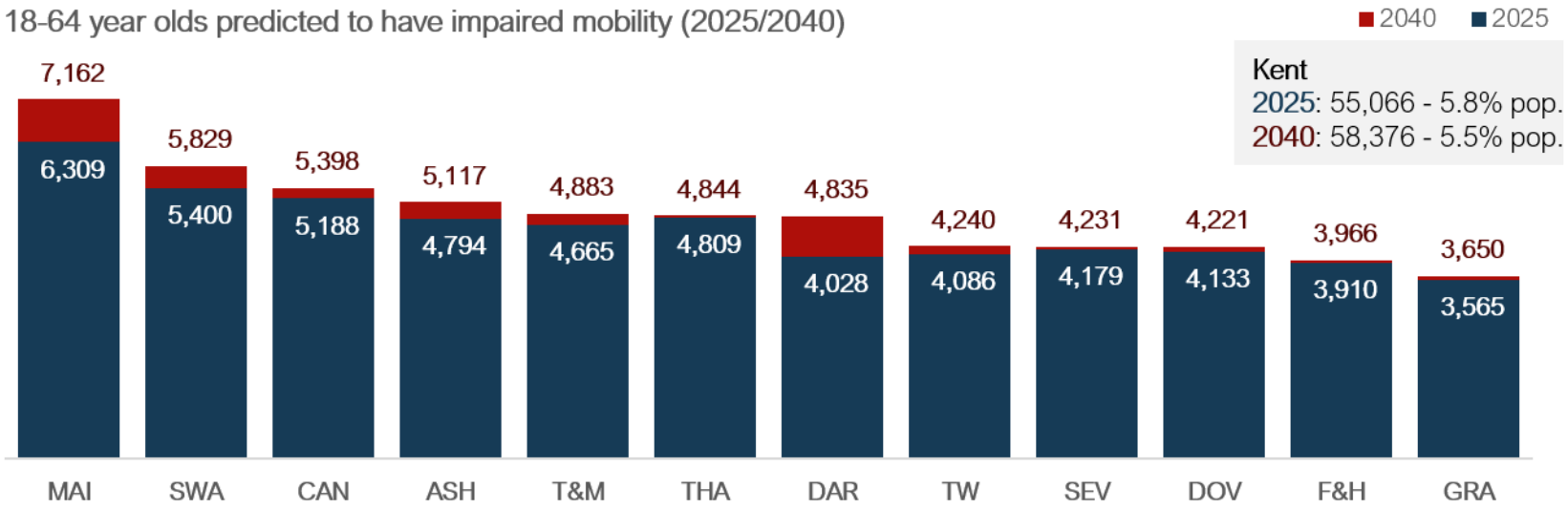
Source: IPC-POPPI (Projecting Older People Information System)

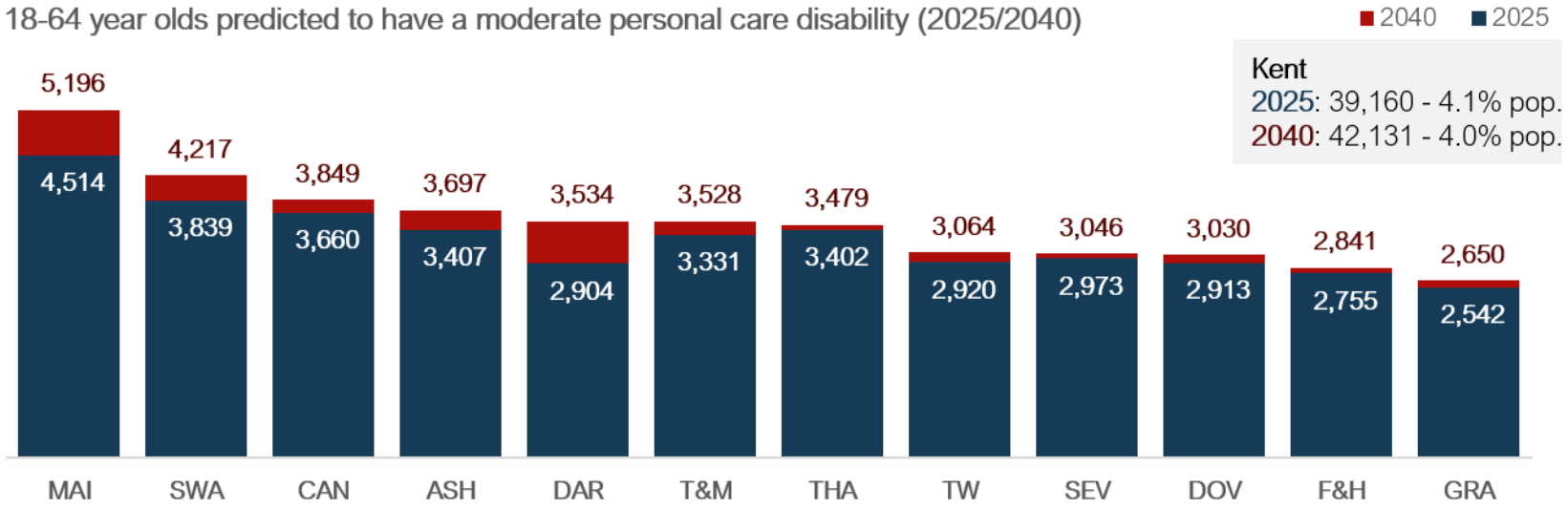
Physical Disability - Demand

Physical Disability

People accessing Wellbeing Services in the community for those with a physical disability







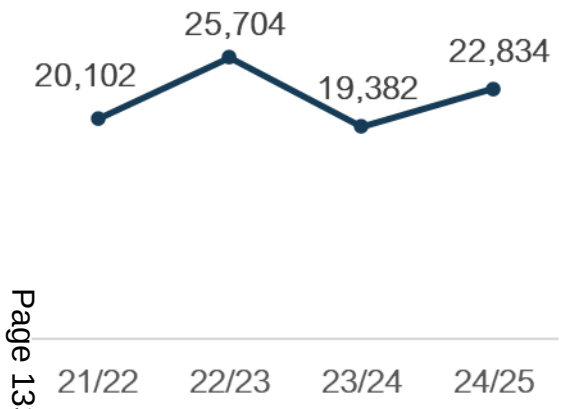
The number of 18-64 year olds in Kent with impaired mobility is projected to increase by 6% by 2040, and those with moderate personal care disability are expected to increase by 8%. Although the overall numbers are rising, the rate as a proportion of the 16-64 population is projected to decrease.
The largest increases are projected in Maidstone and Dartford.

Source: IPC-PANSI (Projecting Adult Needs and Service Information)

Sensory Impairment - Demand

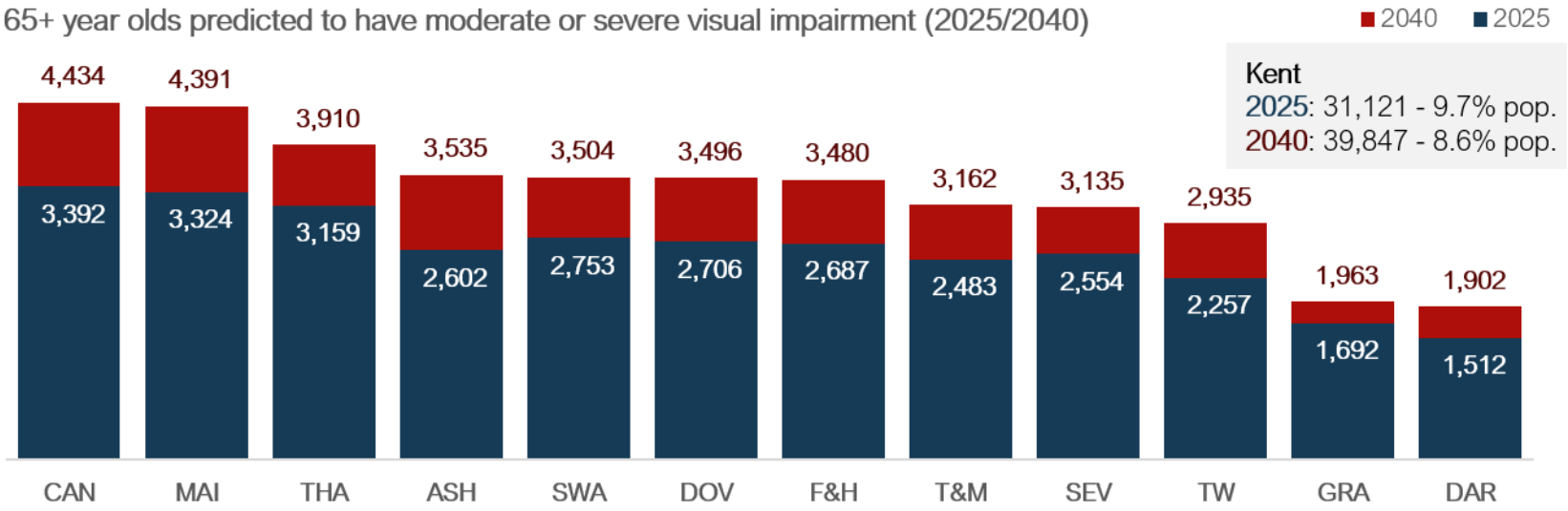
Sensory Impairment – Visual Impairment

People accessing Wellbeing Services in the Community for adults with sensory impairments

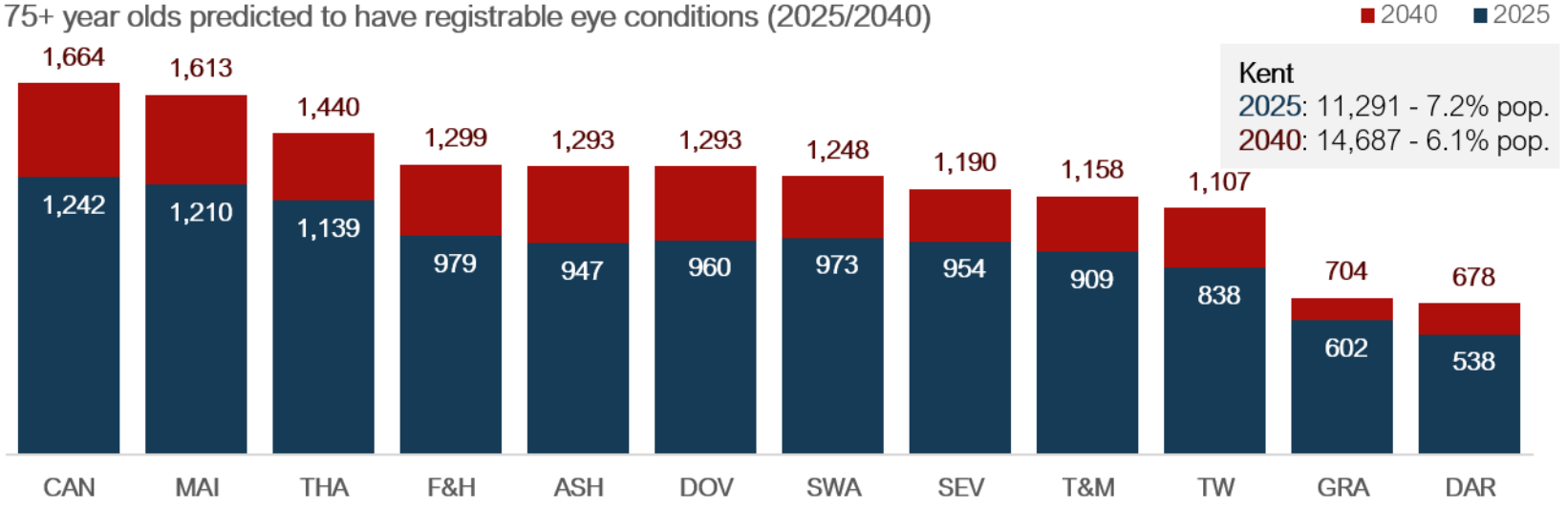


The number of people aged over 65 years old, in Kent, with moderate or severe visual impairment is projected to increase by 28% by 2040, and those over 65 with registrable eye conditions are expected to increase by 30%.

65+ year olds predicted to have moderate or severe visual impairment (2025/2040)



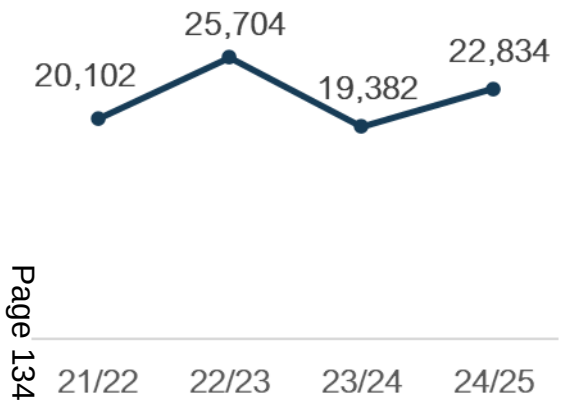
75+ year olds predicted to have registrable eye conditions (2025/2040)



Source: IPC-PANSI (Projecting Adult Needs and Service Information)

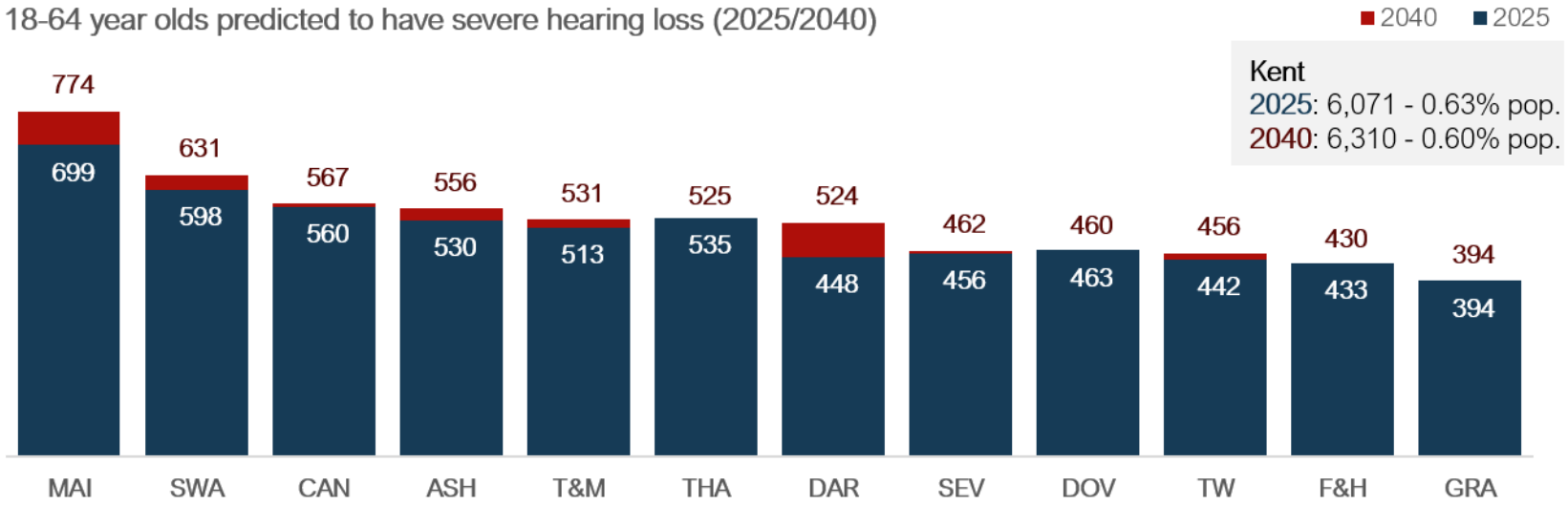
Sensory Impairment – Hearing Impairment

People accessing Wellbeing Services in the Community for adults with sensory impairments

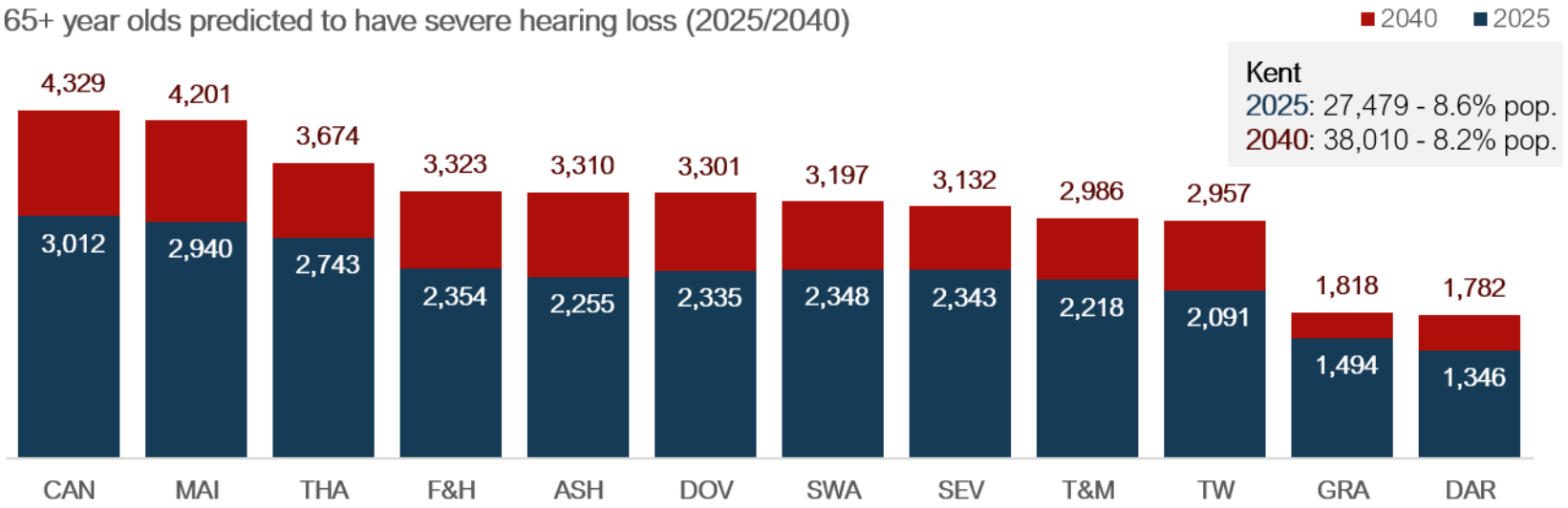


The number of 18-64 year olds in Kent with severe hearing loss is projected to increase by 4% by 2040. While the number of people aged 65 and over is projected to increase by 38%, ranging from 22% in Gravesham to 47% in Ashford.

18-64 year olds predicted to have severe hearing loss (2025/2040)



65+ year olds predicted to have severe hearing loss (2025/2040)

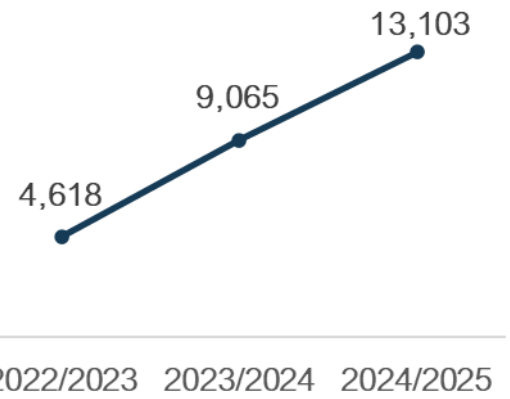


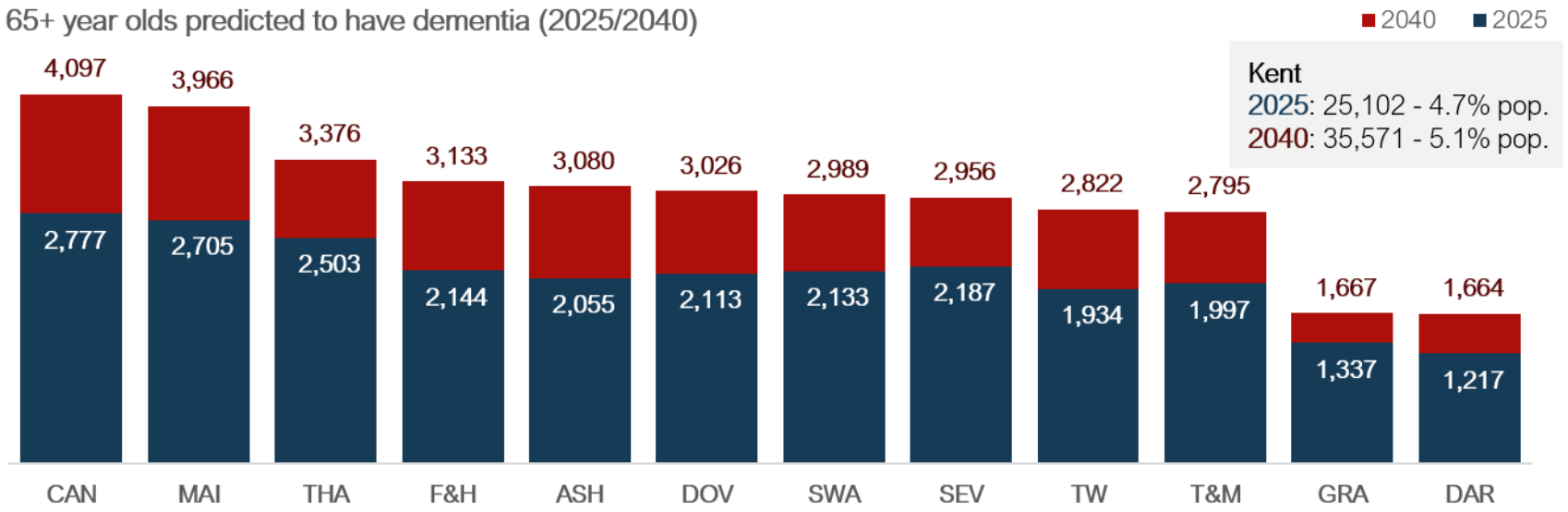
Source: IPC-PANSI (Projecting Adult Needs and Service Information)

Dementia - Demand

Dementia

People accessing Wellbeing Services in the Community for people with dementia & their families





The number of people in Kent aged 65 years old and over with dementia is projected to increase by 42% by 2040, with projected increases ranging from 25% in Gravesham to 50% in Ashford. The proportion of the 65+ population living with dementia is also projected to increase.

Source: IPC-POPPI (Projecting Older People Information System)

Service Distribution - Demand

Service Distribution

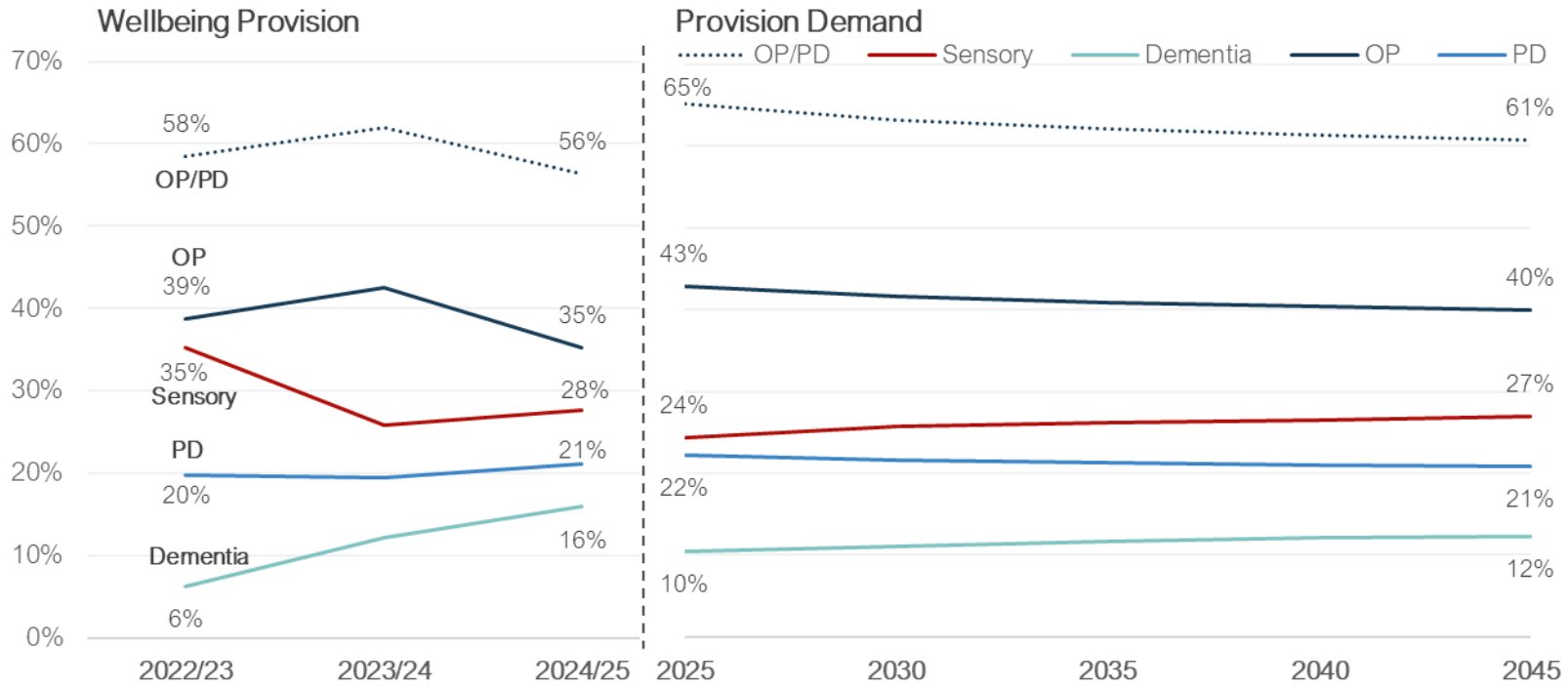
The chart shows the distribution of Wellbeing service users by provision type from 2022-25, alongside projected population demand by key need types for 2025-45.

The current distribution of Wellbeing services broadly aligns with projected future demand.

While dementia services have seen a significant increase over the past three years, this trend is not expected to continue based on future demand projections.

OP and PD had been combined due to comparable levels of need and potential overlaps in service provision, making separate projections challenging with the available data.

However, for further modelling, the combined OP/PD category has been split using the historical ratio observed within Wellbeing Provision. Over the past three years, this ratio has averaged 66:34 between OP and PD.



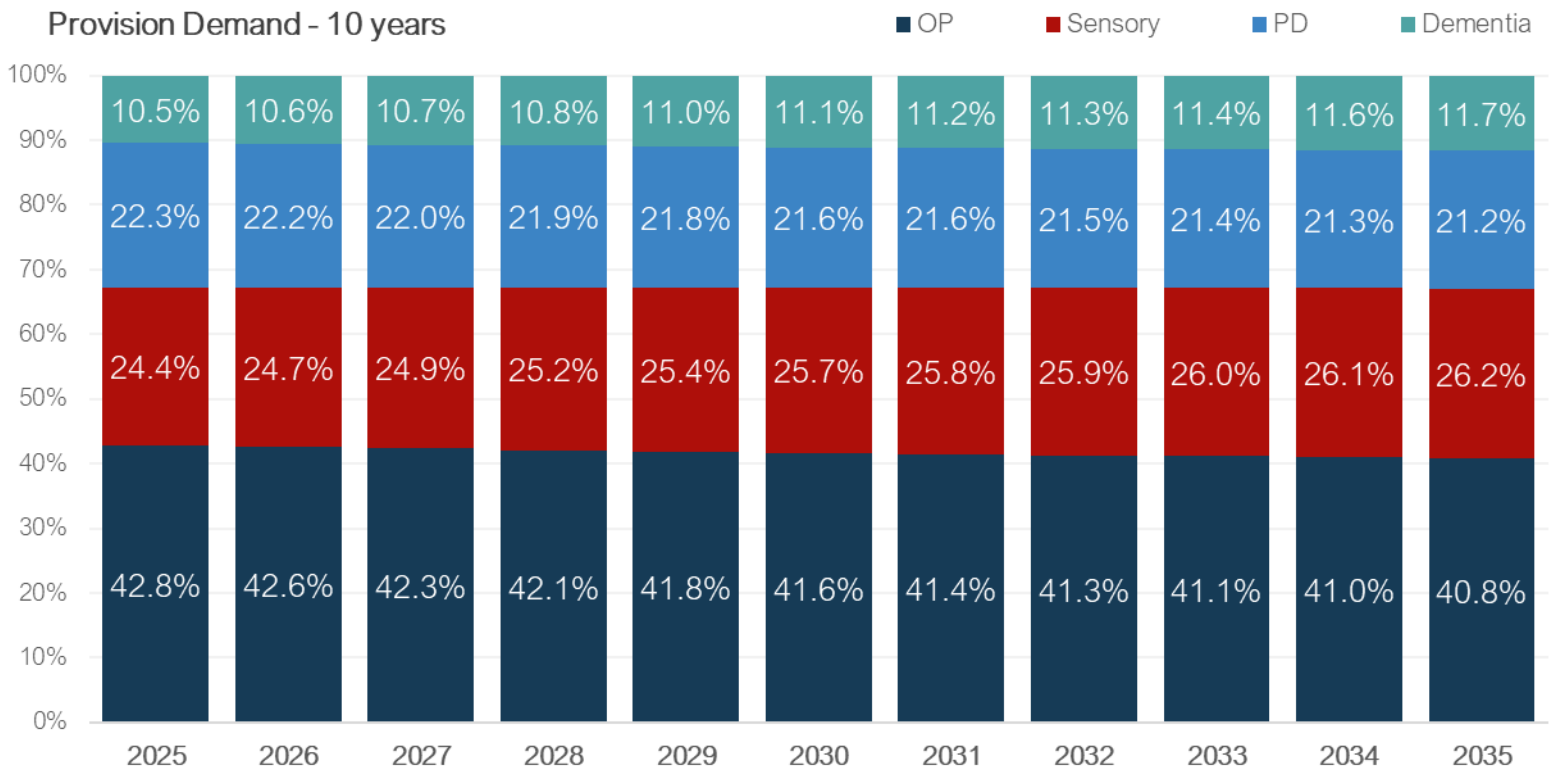
Wellbeing Provision includes:
OP/PD – Community and Community Navigation for older people & Physical Disability

Provision demand needs includes:
OP/PD – 65+ predicted to have slight limitations with day-to-day activities & 18-64 predicted to have impaired mobility in Kent. Split using the Wellbeing provision ratio.
Sensory – 65+ predicted with severe visual impairment & 65+ predicted with severe hearing loss in Kent
Dementia – 65+ predicted to have dementia in Kent.

Service Distribution – 10 years

Taking the provision demand from the previous page, this charts shows the annual distribution of demand over the next ten years.
Demand data was only available in five-year periods. To produce annual figures, each five-year total has been evenly spread across the five years, assuming a straight-line trend.

OP and PD have been estimated by by applying the 66:34 ration to the combined OP/OD provision data.



Provision demand needs includes:
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Sensory – 65+ predicted with severe visual impairment & 65+ predicted with severe hearing loss in Kent
Dementia – 65+ predicted to have dementia in Kent.

Socio-economic Profiling - Acorn

Acorn Key Household Types

Acorn is a targeting tool that combines geographic, demographic and lifestyle information to classify neighbourhoods and the people who live in them. It brings together data from public and private sources – such as Census, consumer, property and administrative datasets – to create detailed population segments. Household Acorn classifies all UK households into one of five categories and 57 types (plus a non-residential category) based on these characteristics.

Using the index of key characteristics, three household types were identified as potentially benefitting from the 55 plus Wellbeing Services.

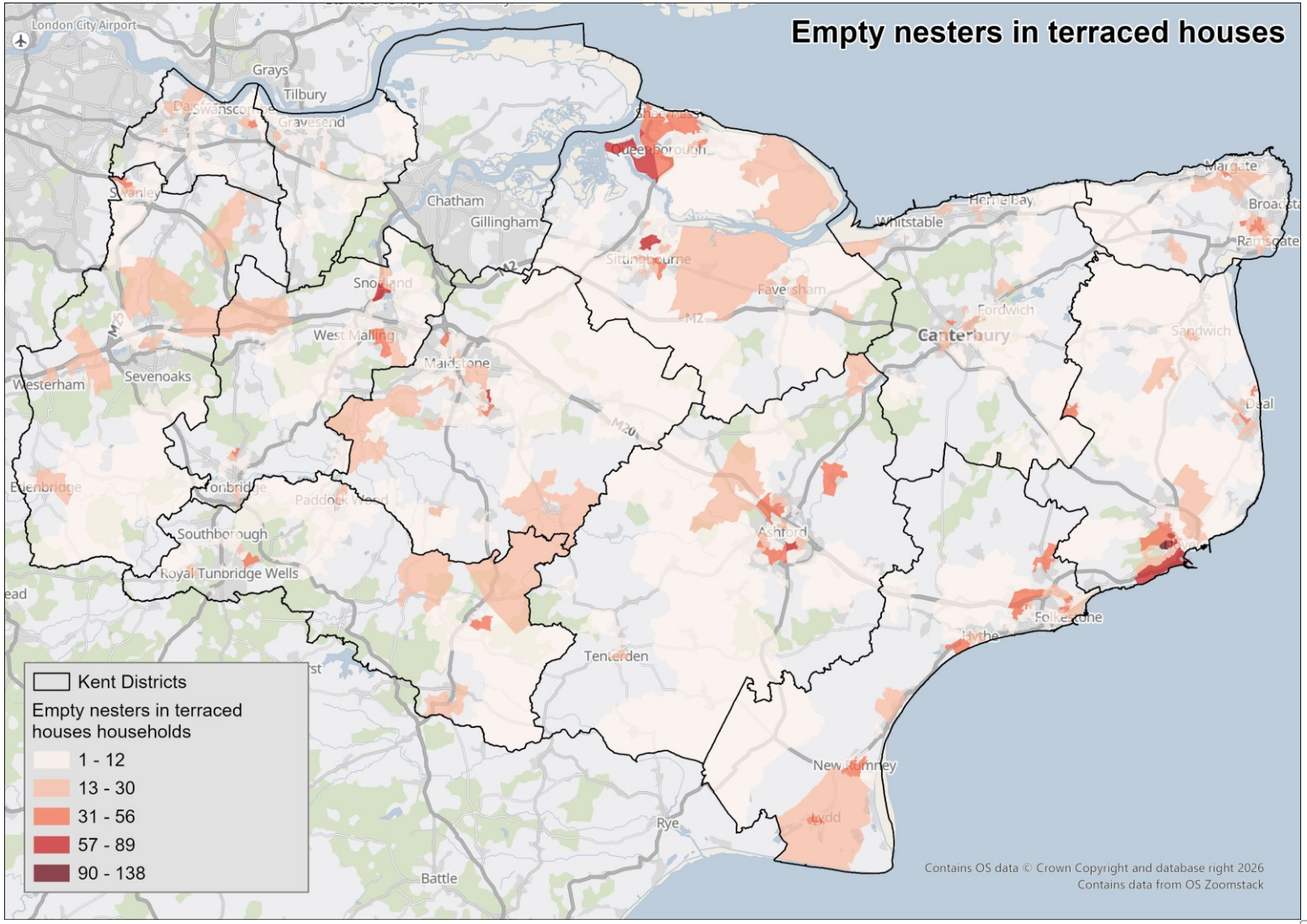
The following pages provide a summary of these three household types, along with a heat map showing their distribution across the county.

Characteristic	Kent Households	Empty Nesters in terraced houses	Socially renting empty nesters in semi-detached properties	Empty Nester social renters in flats
Residents over the age of 55	39%	98%	93%	68%
Don't have access to gardens	12%	6%	5%	35%
Are single households	18%	30%	33%	46%
Annual income below £20,000	18%	35%	32%	47%
Finding life difficult	7%	9%	11%	17%
Dissatisfied with their life	6%	11%	11%	14%
Dissatisfied with their health	11%	21%	22%	20%
Members of a social group	10%	17%	16%	14%
Households in Kent		**6,735**	**4,070**	**14,601**

Empty Nesters – Terraced houses

Empty Nesters in Terraced Houses

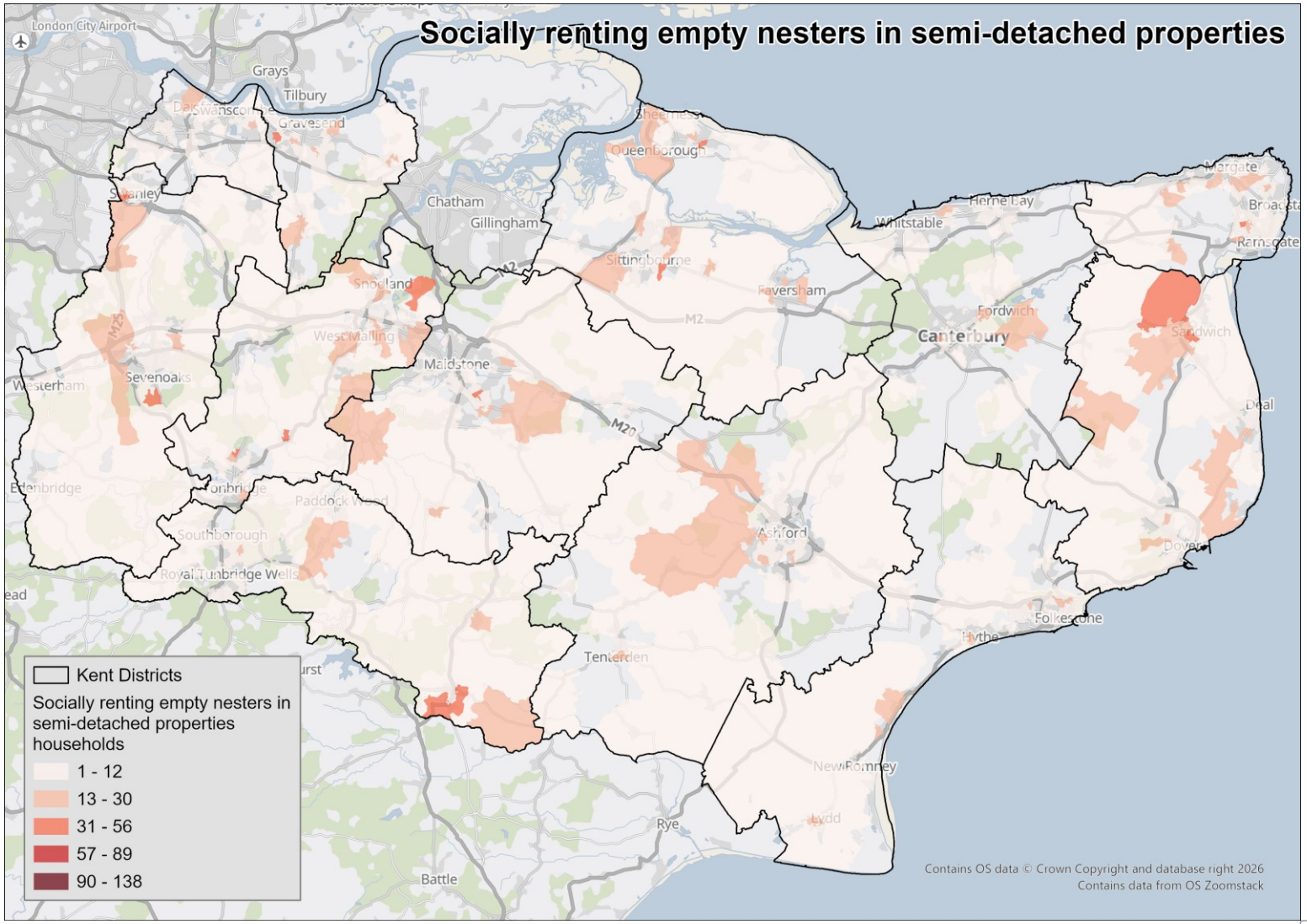
- **98%** are over the age of 55
- **30%** live **alone**
- **35%** have an annual **income below** £20,000
- **9%** are **finding life difficult**
- **11%** are **dissatisfied** with their **life**
- **21%** are **dissatisfied** with their **health**
- **17%** are members of a **social group**



Empty Nesters – Social rented semi-detached properties

Socially renting empty nesters in semi-detached properties

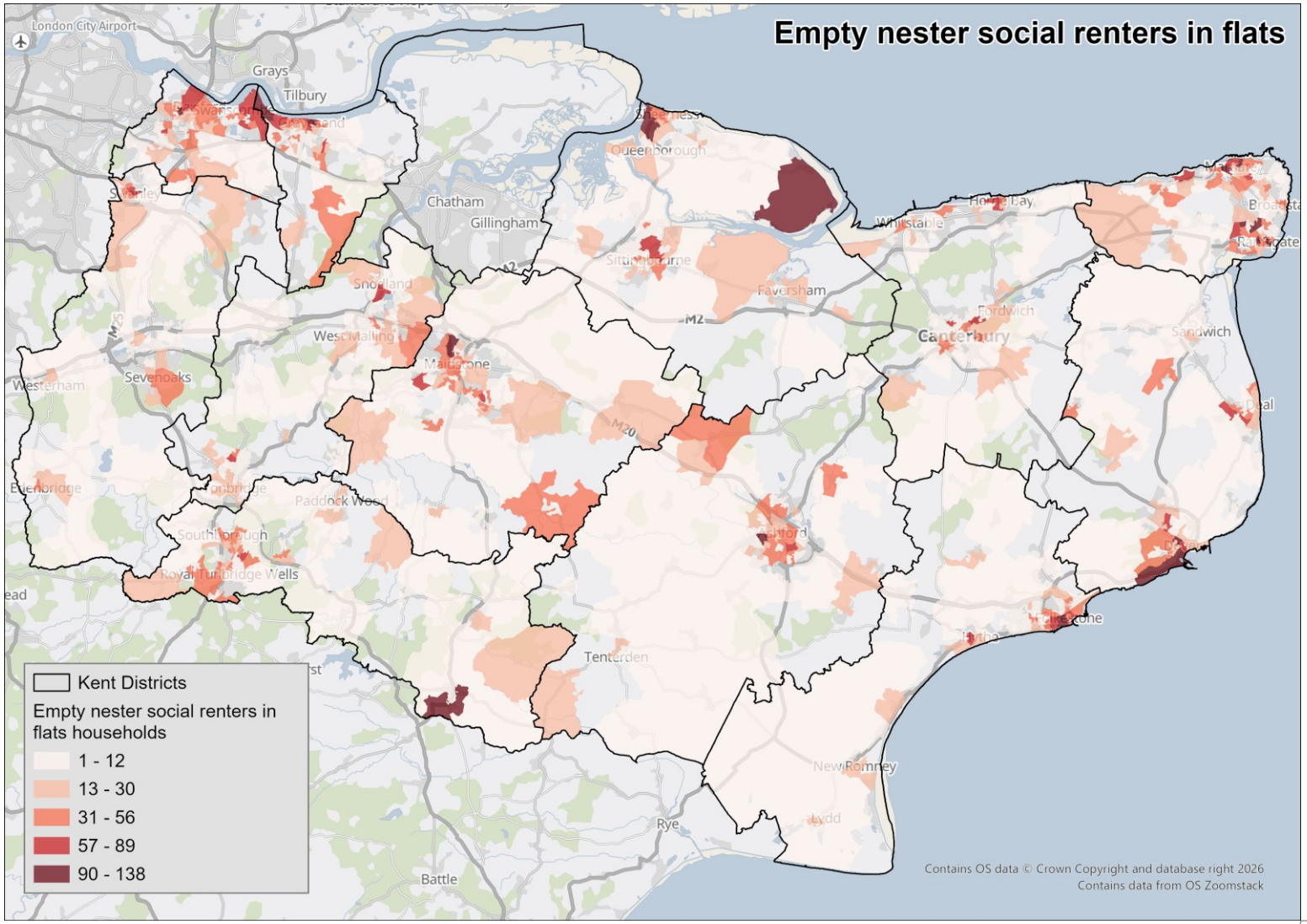
- **93%** are over the age of 55
- **33%** live **alone**
- **32%** have an annual **income below** £20,000
- **11%** are **finding life difficult**
- **11%** are **dissatisfied** with their **life**
- **22%** are **dissatisfied** with their **health**
- **16%** are members of a **social group**



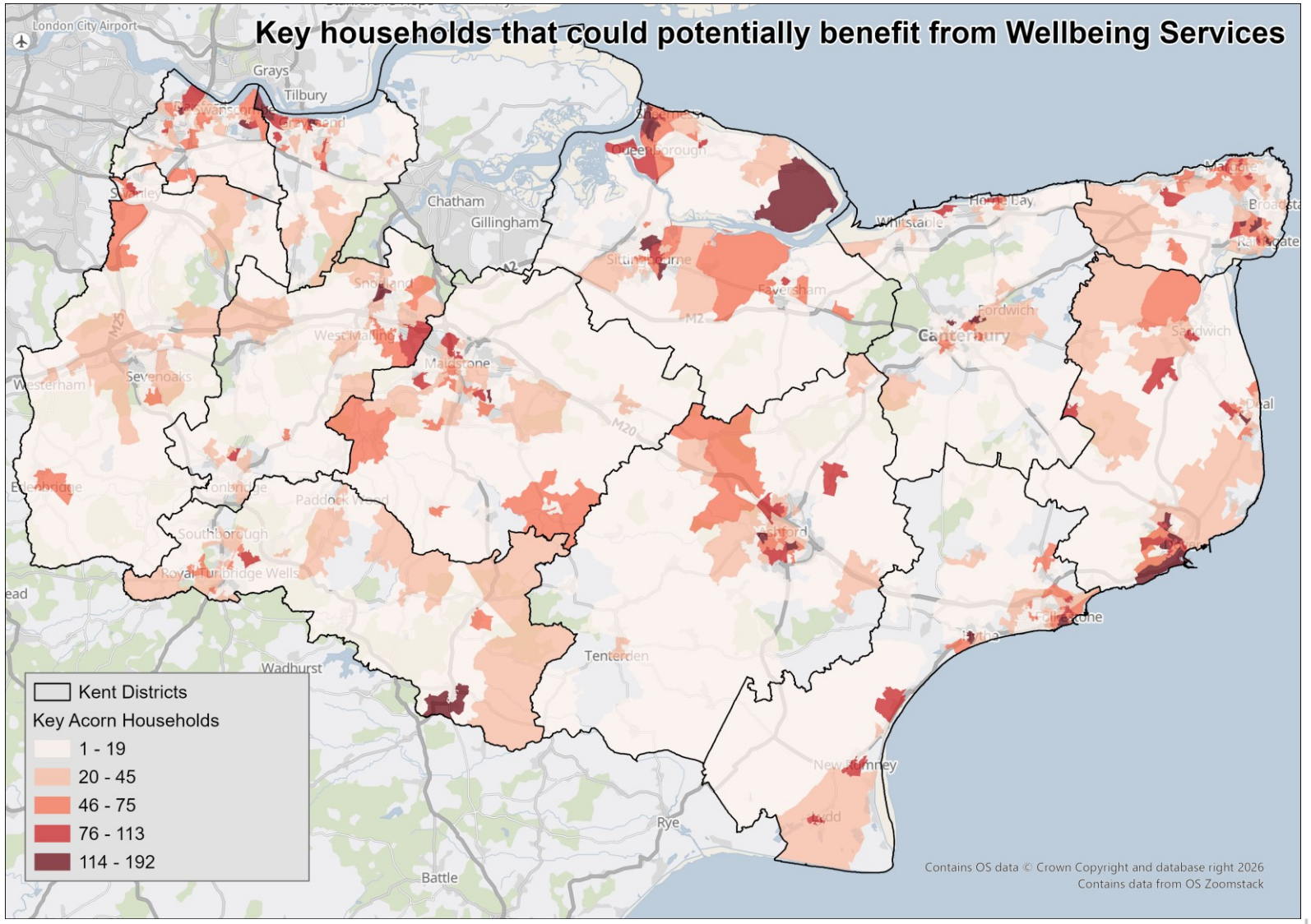
Empty Nesters – Social rented flats

Empty Nester social renters in flats

- **68%** are over the age of 55
- **35%** don't have access to gardens
- **46%** live alone
- **47%** have an annual income below £20,000
- **17%** are finding life difficult
- **14%** are dissatisfied with their life
- **20%** are dissatisfied with their health



Key Households Based On Socio-Economic Profiling (Acorn)



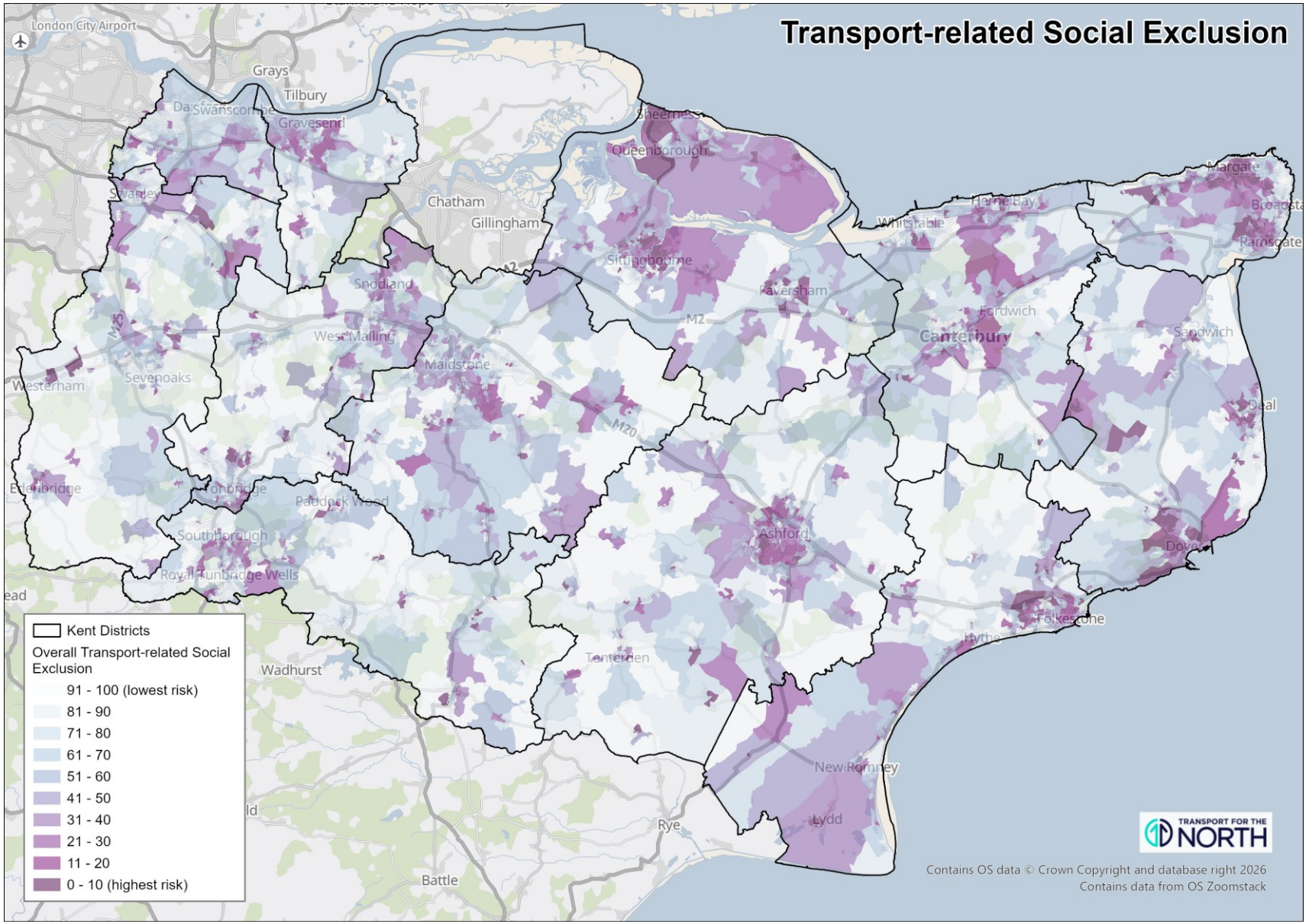
Transport-Related Social Exclusion

Transport-Related Social Exclusion

Transport for the North developed the Transport-Related Social Exclusion (TRSE) tool to provide an evidence-based understanding of how transport access and population vulnerability shape social exclusion across England. The tool brings together detailed accessibility modelling — measuring journey times to key destinations such as work, education, health services and town centres — with socio-economic indicators including poverty, disability, health and caring responsibilities. This combined approach highlights the extent to which transport limitations affect people's ability to participate fully in daily life.

For this analysis, the elements of the TRSE dataset most relevant to Kent have been extracted and presented as maps. The TRSE tool ranks every Output Area (OA) in Kent from 1 to 100, based on how each area compares with others in the county. A low score (close to 1) indicates a high risk of transport-related social exclusion, while a high score (close to 100) indicates a lower risk. The maps visualise these relative risks across Kent.

Transport–related Social Exclusion Risk



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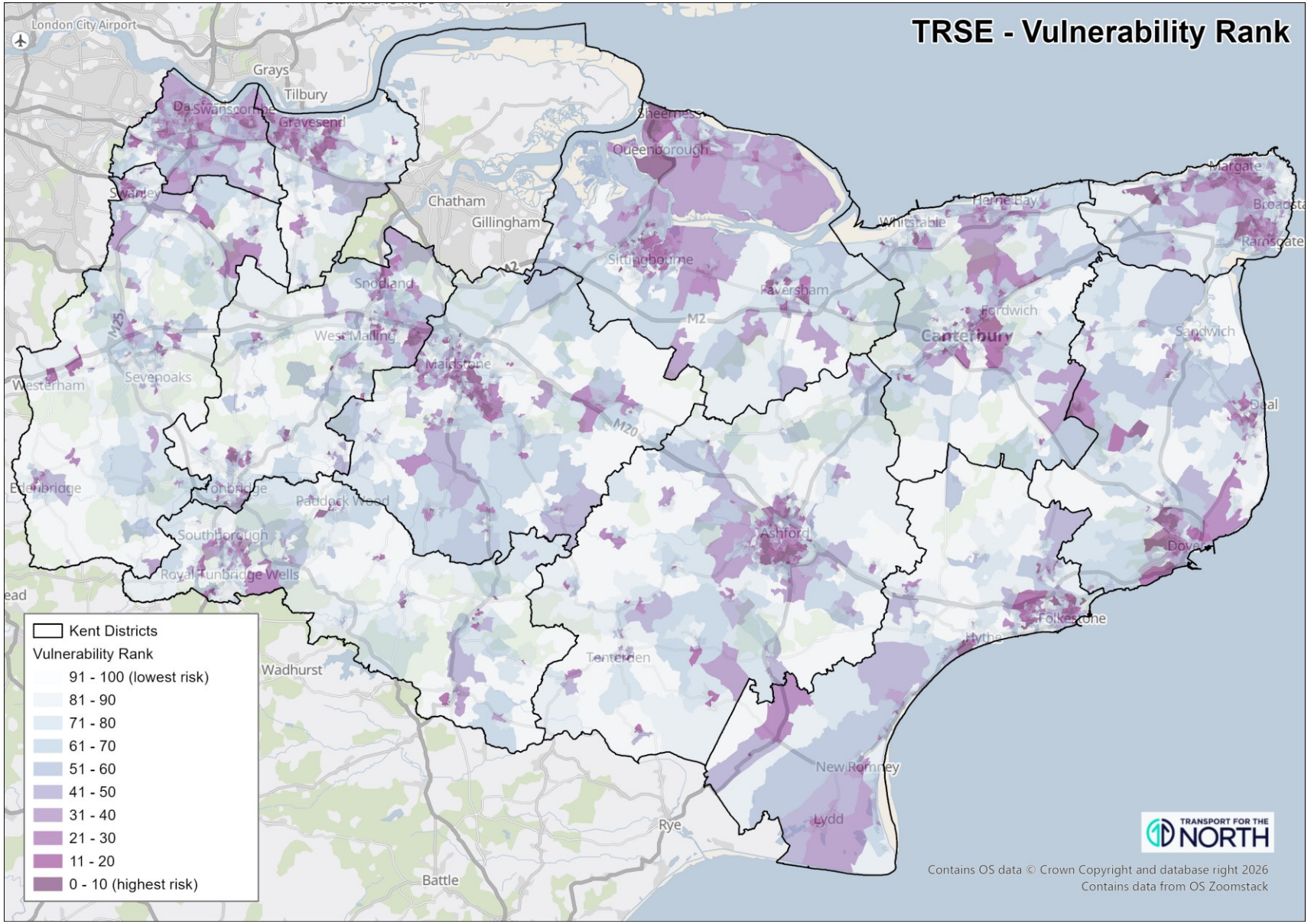
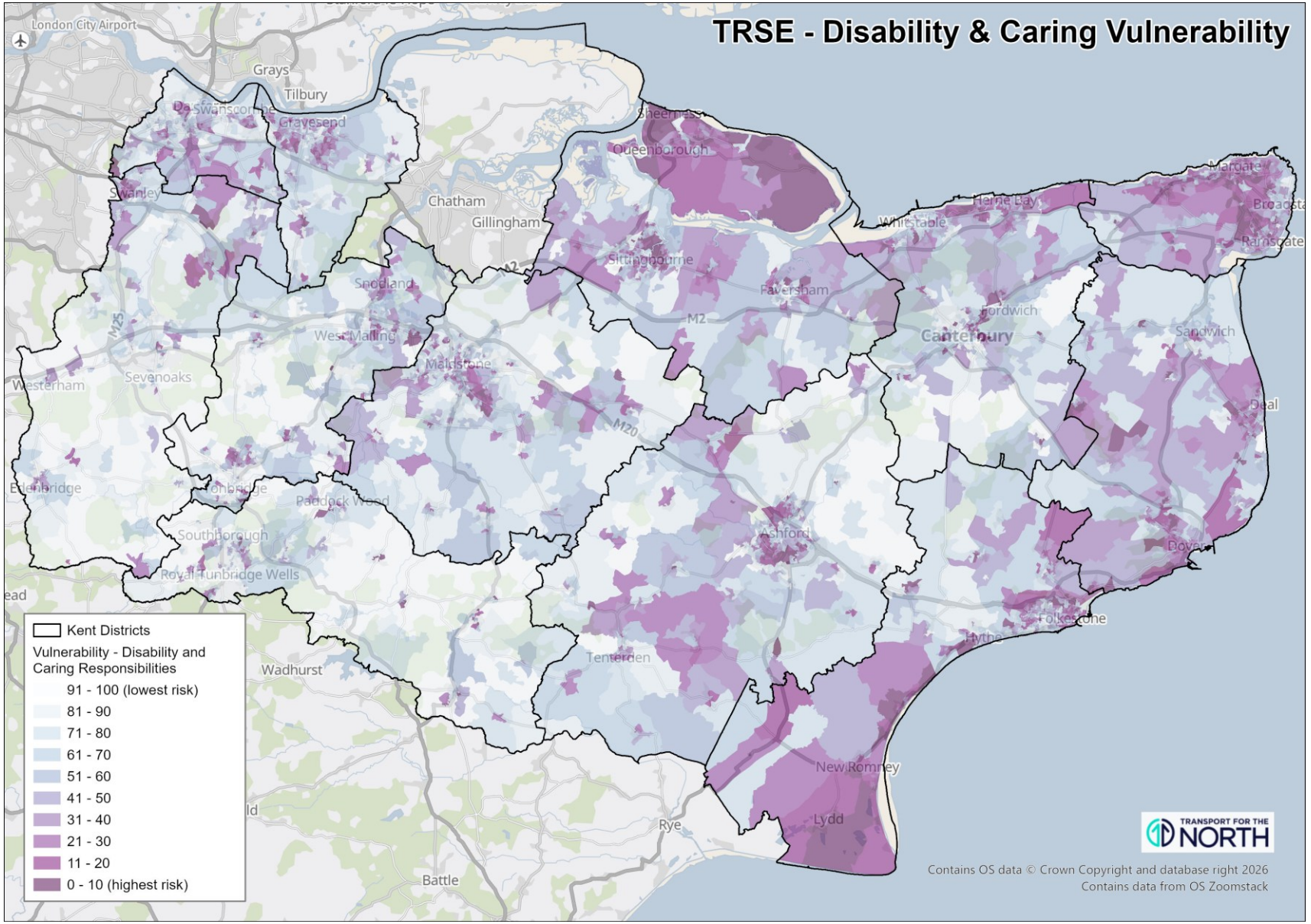
TRSE – Vulnerability Rank



Vulnerability Rank includes:

- *Disability & caring*
- *Childcare / young people*
- *Low income / poverty*

TRSE – Disability & Caring Vulnerability



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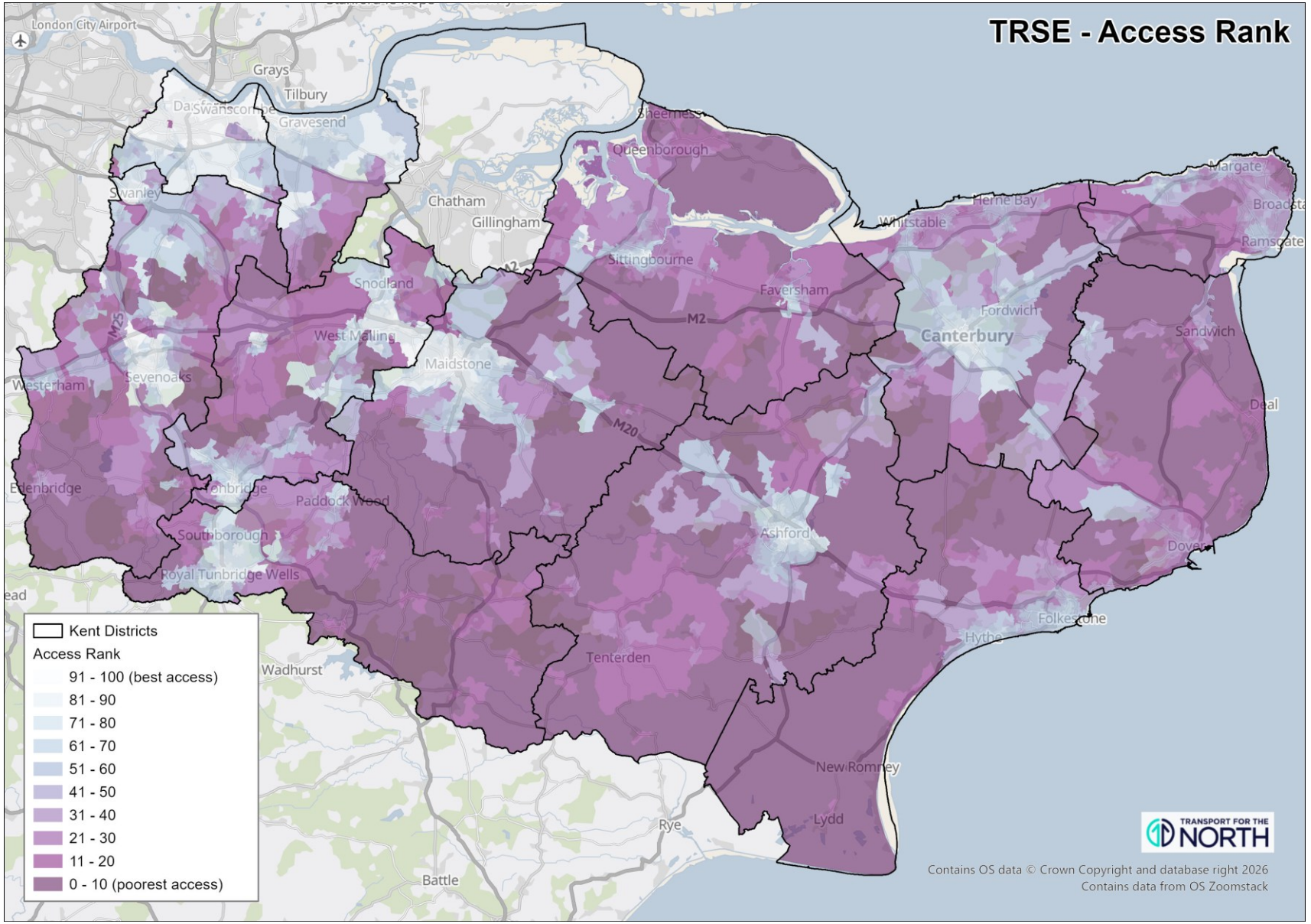
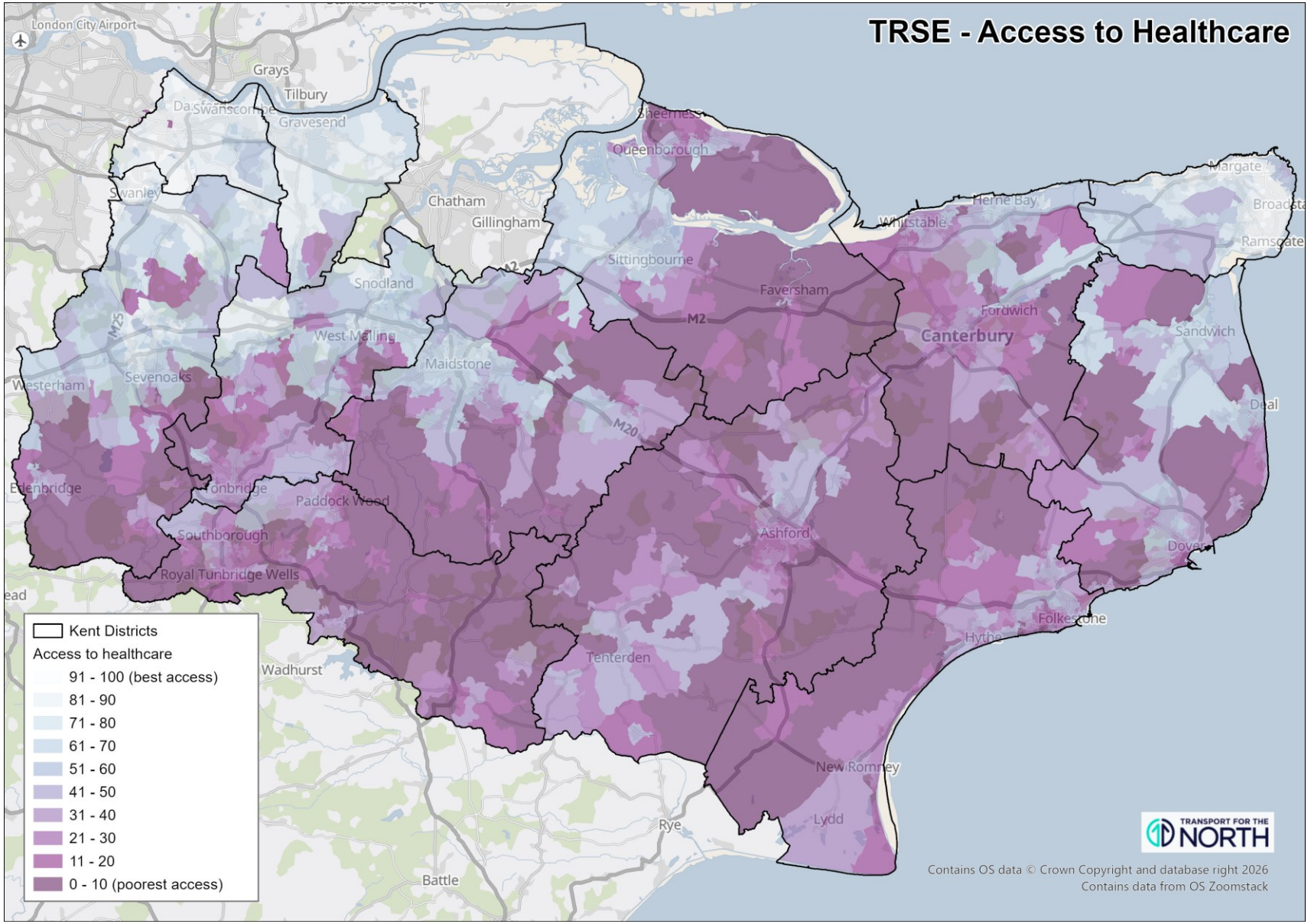
TRSE – Access Rank



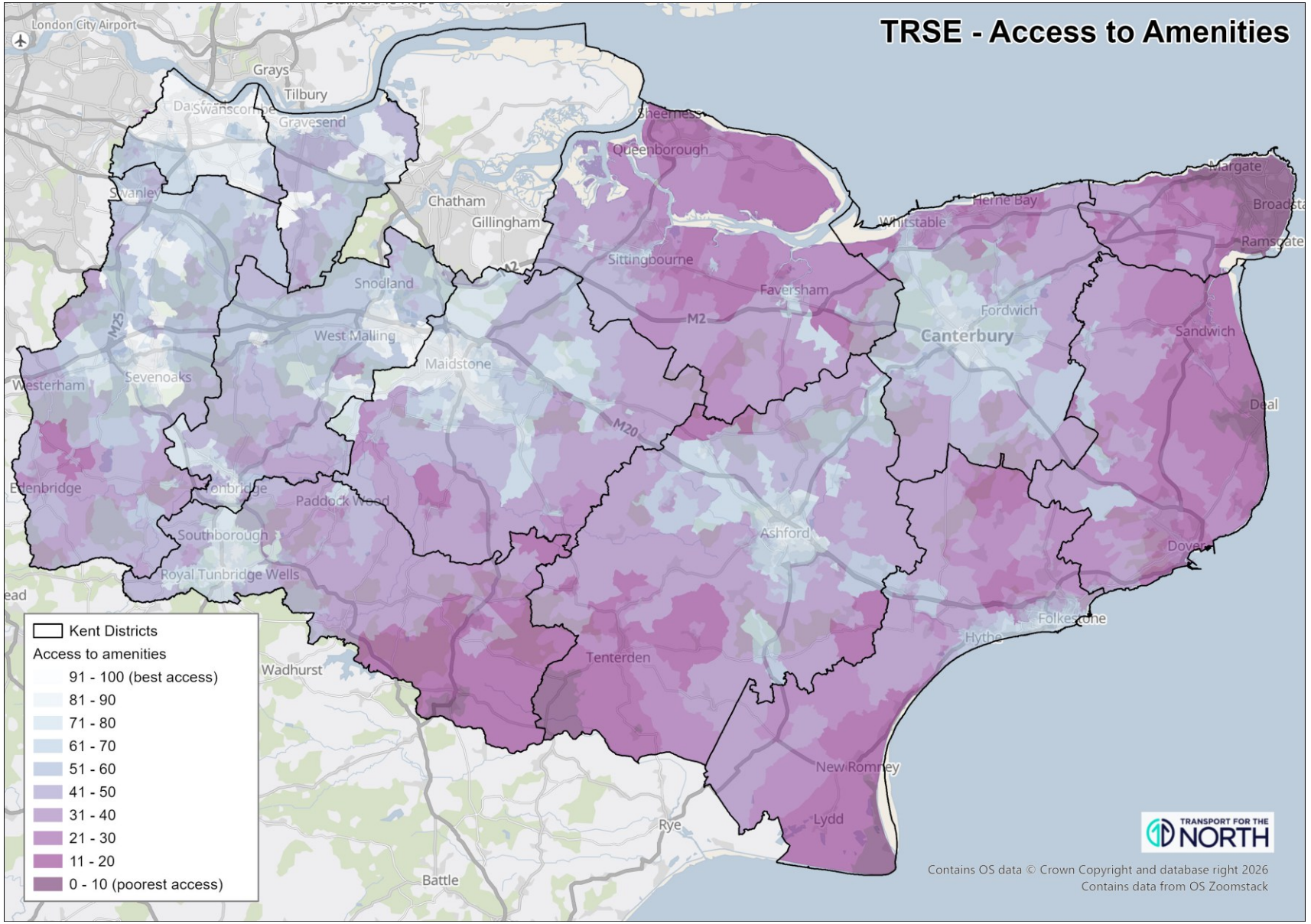
Access Rank includes:

- *Work*
- *Education*
- *Health*
- *Amenities*

TRSE – Access to Healthcare



TRSE – Access to Amenities



KENT ANALYTICS

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Further Information

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EQIA Submission Draft Working Template

Section A

1. Name of Activity (EQIA Title):

Community Wellbeing Service for Older People, Physical Disability and Dementia
Updated 22/07/26

2. Directorate

Adult Social Care and Health

3. Responsible Service/Division

Adults and Integrated Commissioning

Accountability and Responsibility

4. Officer completing EQIA

Charlotte Heydon-Millard

5. Head of Service

Georgina Walton, Assistant Director (Prevention)

6. Director of Service

Helen Gillivan

The type of Activity you are undertaking

7. What type of activity are you undertaking?

Service Change – *operational changes in the way we deliver the service to people.* Answer Yes/No

Yes

Service Redesign – *restructure, new operating model or changes to ways of working.* Answer Yes/No

Yes

Project/Programme – *includes limited delivery of change activity, including partnership projects, external funding projects and capital projects.* Answer Yes/No
No
Commissioning/Procurement – *means commissioning activity which requires commercial judgement.* Answer Yes/No
Yes
Strategy /Policy – *includes review, refresh or creating a new document.* Answer Yes/No
No
Other – Please add details of any other activity type here.
8. Aims and Objectives and Equality Recommendations
Overview Currently there are a number of separate contracts delivering wellbeing and navigation services, these contracts have been extended to March 2027 and need to be recommissioned to ensure compliance with procurement regulations and ensure the future service/s align with business need. The current contracts are: • Wellbeing Services in the Community for Older People (55+) • Wellbeing Services in the Community for those with a physical disability • Wellbeing Services in the Community for people with dementia and their families • Wellbeing Services in the Community for adults with sensory impairments These services aim to promote proactive health and wellbeing, increase independence, and reduce or delay the need for additional care and support by Adult Social Care and Health. It is proposed that sensory services remain as a separate specialist contract, ensuring that specialist support is available for people when they make contact. This will help maintain a clear pathway for people with sensory impairments and ensure access to providers with appropriate expertise. The other three services detailed above are being brought together as three Lots within the Community Wellbeing Service for Older People, Physical Disability and Dementia contract, with the aims of:

- enabling a more holistic, integrated approach to supporting community wellbeing across Kent.
- bringing together different specialisms and expertise;
- offering greater opportunities for innovation;
- creating potential for economies of scale.

The Community Wellbeing Service for Older People, Physical Disability and Dementia will go live from October 2027, and from December 2025 to September 2027 we will be designing, procuring and mobilising the contract.

The new service will be delivered within the financial envelope spent on these services in 2025/26. The specification will align with the 2025-2035 Prevention Framework, and a clear performance management framework will be in place for the contract, outlining reporting requirements designed to demonstrate the impact of these services.

These changes stem from previous consultation and engagement with VCSE partners, staff, and people with lived experience.

Support for Older People:
The Service supports residents who may be experiencing challenges that impact their ability to stay well, independent, and connected. The service provides practical guidance, emotional support, and links to local resources that help individuals manage long-term conditions, improve daily living, and reduce isolation. It plays a preventative role — supporting people early, before their needs escalate to requiring statutory services.

Top 3 reasons for referrals:

- Support managing long-term conditions – advice, reassurance, and navigation of health and community resources.
- Practical assistance for physical disabilities – support to maintain independence and engagement.
- Emotional wellbeing and mental health support – early help for anxiety, loneliness, and related concerns.

Support for People with Dementia and their Families:
The Service provides post-diagnostic, strengths based support to individuals living with dementia and their families, offering advice and guidance, emotional reassurance, and peer support, ensuring that the provision is also age-appropriate for younger people with

Dementia. Alongside partnership with Dementia Coordinators, the Service helps people stay safe, maintain independence, and access appropriate community and health resources, while promoting wellbeing and improving resilience.

Top 3 reasons for referrals:

- Emotional reassurance and crisis support for people with dementia and carers.
- Information, advice, and signposting regarding dementia progression, care options, and community support.
- Referral to Dementia Coordinators for ongoing case management and specialist guidance.

Support for People with Physical Disabilities:
The Service supports individuals with a wide range of disabilities by offering practical guidance, targeted interventions, and access to equipment or services that help maintain independence and everyday functioning. The Service often works with people who need adjustments, advocacy, or help navigating community and social care pathways.

Top Three Reasons for Referrals:

- Support to navigate statutory services – including ASC and NHS
- Support to access eligible benefits (DWP) and KCC Blue Badges – peer support throughout the process
- Advocacy, information, and signposting – living life with a disability with choice and control.

Some of the proposed changes to the future service

Single Point of Access One of the proposed changes to the Community Wellbeing Service for Older People, Physical Disability and Dementia , is the introduction of a single point of access. This approach is designed to address the concern raised during engagement that there is often confusion about how to access services delivered by multiple providers who currently all have their own referral routes.

Introducing a Single Point of Access will:

- Streamline the process and make it more user friendly by providing one telephone number or email for referrals, significantly improving patient experience.
- Enhance communication and collaboration between services, reduces duplication.
- Reduce the need for people to repeat their situation and ensure they are directed to the right service at the right time.
- Ensure consistent access to services across the county, helping to reduce postcode based variation.

- Provide a clearer, simpler pathway for both residents and professionals seeking support.
- Speed up access and direct connections to the most appropriate service

We do not expect this change to affect the overall number of referrals.

Priority Groups

The service will remain open access; however, the new specification will clearly outline priority groups to ensure providers tailor their services appropriately and make them genuinely accessible. These groups represent populations who are more likely to face barriers when accessing services and are therefore at greater risk of being underserved. Supporting these groups is a key part of our commitment to reducing health inequalities.

- Priority groups will be identified using data and current needs analysis.
- The current service specifications already reference accessibility, though the level of detail varies between them. For example, the older persons' specification states: "These services will be accessible for all adult residents in Kent, with a particular focus on vulnerable groups (at most risk of requiring further support from statutory agencies) of older individuals (55 and over)."
- The new specification will strengthen and clarify these requirements so that expectations around accessibility are explicit. This will help providers fully understand their responsibilities, improve consistency in how equality considerations are applied, and ensure the service better meets the needs of priority groups. Making these requirements clearer also reinforces our statutory duties under the Equality Act and supports our commitment to tackling health inequalities by ensuring services are accessible, equitable, and responsive to diverse needs.
- Providers will also be required to report data on priority groups to demonstrate accessibility and reach.
- Priority groups:
    - People residing in areas of deprivation, including coastal areas
    - People from the Global Ethnic Majority
    - People with multiple long-term conditions with high complexity (multi-morbidity)
    - People from the Gypsy Roma Traveller community
    - People experiencing homelessness (people being supported by housing/homelessness support services).
    - People experiencing poor transport links or issues with accessing local services
    - People who are living alone

- People who are experiencing poverty and income deprivation
- Veterans
- **Strategic Partner Model:**

Following feedback from engagement sessions

it is proposed that delivery of this service will be via a Strategic Partner and Service Delivery Network model, with the contract comprised of four Lots:

	Lot 1	**Strategic Partner**
Service Delivery Network	**Lot 2**	**Community Wellbeing Support for older people aged 55+** (Individuals under the age of 55 are eligible for support if they have complex needs)
	Lot 3	**Community Wellbeing Support for adults (aged 18+) with a physical disability**
	Lot 4	**Community Wellbeing Support for People with Dementia and their Families in Kent**

Under this model the roles and responsibilities of the Strategic Partner include ensuring:

- Providers delivering Lots 2, 3 and 4 of the contract work in partnership to best meet the needs of those accessing the Service
- Effective and pro-active contractual relationship with both Commissioners and the Service Delivery Network
- Delivery of the Single Point of Access – ensuring an effective first point of contact, appropriate and timely response to new enquiries, and compliance with standards.
- Effective management of referral pathways into the Service Delivery Network.
- The delivery of support under each of the contract Lots is consistent and available across Kent
- Plans are in place for the Community Wellbeing Service as a whole in respect of business continuity, resilience and disaster recovery

- Demand is managed, activities are prioritised and resources are mapped – working with Providers in the Service Delivery Network where gaps in the service offer are identified.
- Quality assurance processes are in place to manage risks effectively and proactively
- They are working with, and on behalf of, the Service Delivery Network to proactively source additional funding, and support the sustainability of the service – over time the Council expects that the service will become more self-sustaining and not reliant on one funding stream
- They lead on and work with the Commissioners to effectively assess the impact and value of the Community Wellbeing Service

The Providers in the Service Delivery Network shall work together, and with the Strategic Partner, to ensure a holistic approach to service delivery is achieved, that recognises and addresses the overlapping nature and interconnectivity between different needs.

Demand/Need:

- Kent analytics shows current service distribution aligns with projected future demand and this will continue under the new model.
- No major geographic or demographic disparities expected to emerge from the redesign.
- As the new service model does not propose changes to the overall distribution of provision, we expect future delivery to remain aligned with anticipated need

Levels of support:

- There will be clear levels of need which help determine the intervention/level of support.
- Dementia services retain their specialist nature.
- All services remain outcome focused, promoting wellbeing and independence.

Provider input:

The specification states that Providers shall work with the Council to undertake an annual review of the Equality Impact Assessment (EqIA) for the Community Wellbeing Service and demonstrate how they are delivering the recommendations identified by the EqIA to ensure the needs of populations with protected characteristics are met in the Service they deliver. This will include

making reasonable adjustments to make services accessible and tailored to meet different needs and will ensure that this remains a priority throughout delivery of the contract.

Section B – Evidence

9. Do you have data related to the protected groups of the people impacted by this activity? *Answer: Yes/No*

Yes

10. Is it possible to get the data in a timely and cost effective way? *Answer: Yes/No*

Yes

11. Is there national evidence/data that you can use? *Answer:* *Yes/No*

No

12. Have you consulted with Stakeholders?

Answer: Yes/No

Stakeholders are those who have a stake or interest in your project which could be residents, service users, staff, members, statutory and other organisations, VCSE partners etc.

Yes

13. Who have you involved, consulted and engaged with?

Kent County Council (KCC) has invited organisations such as the Voluntary, Community and Social Enterprise (VCSE) and people with lived experience to participate in engagement events to help shape the future commissioning of community wellbeing services for older people, individuals with physical disabilities, and people living with dementia.

Feedback on the proposed future Wellbeing services contracts has been gathered from face to face events and virtual meetings, and survey questionnaires. The feedback has been analysed and findings documented and discussed at follow up engagement sessions.

In planning the redesign of Community Wellbeing Services, the following considerations were made:

- Discussions with VCSE providers on how to best engage people and utilise existing forums to engage people.
- Thinking about protected characteristics and where there are gaps in data and therefore more engagement with certain groups/communities in Kent, for example ethnicity and religion.

Engagement events Held:

Month	Group	Audience	Method	No: of Attendees
November 2025	Peoples Panel	People with Lived experience	Face to Face	9
December 2025	VCSE Co-design event (East Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	10
	VCSE Co-design event (East Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	18
	VCSE Co-design event (West Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	15
	VCSE Co-design event (North Kent)	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	12
	VCSE Co-design event (Countywide)	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	22
	VCSE Co-design event (Countywide)	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	33
January 2026	Community Wellbeing co-design outcome session-External	VCSE (voluntary, community and social enterprise) providers, Public Health	Face to Face	24
	Community Wellbeing co-design workshop-Staff	Workforce	Virtual	22
February 2026	KCC-Adult Social Care Connect	Workforce	Virtual	43
	Wellbeing co-design session	People with Lived experience	Virtual	12
	Community Wellbeing co-design outcome session-External	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	21
	Community Wellbeing co-design session	People with Lived experience	Face to Face	5

	Community Wellbeing co-design session	People with Lived experience	Face to Face	4
March 2026	Community Wellbeing co-design session	People with Lived experience	Face to Face	6
	Community Wellbeing co-design session	People with Lived experience	Face to Face	7
	Community Wellbeing co-design session	People with Lived experience	Face to Face	9
June 2026	Wellbeing KPI & Outcomes Workshop	VCSE (voluntary, community and social enterprise) providers, Public Health	Virtual	27

Survey questionnaires have been sent out to 40 subcontractors and to Health Alliance. There will be engagement with District Council Chief Executives at the start of April.

Stakeholders engaged with to date:

- VCSE (voluntary, community and social enterprise) providers
- NHS with verbal updates provided in meetings
- KCC Public Health
- KCC Adult Social Care and Health directorate
- KCC Consultation and Engagement team
- KCC Adult Social Care People's Panel
- Adult Social Care Senior Management team
- Kent and Medway VCSE Steering Group
- KCC Cabinet Members
- District Councils
- GET
- Social Care staff
- Kent residents

- Care providers
- VCSE

The draft EQIA has been shared with providers and updated to reflect feedback.

14. Has there been a previous equality analysis (EQIA) in the last 3 years? *Answer: Yes/No*

No

15. Do you have evidence/data that can help you understand the potential impact of your activity? *Answer: Yes/No*

Yes (contract equalities monitoring data for Community Wellbeing Support contracts for older people aged 55+, people with Dementia, and adults with Physical Disability)

Uploading Evidence/Data/related information into the App

An analysis of the data from the Community Wellbeing Support services outlined in the table below, between April 2024 and March 2025.

Community Wellbeing Support for older people aged 55+. Individuals under the age of 55 are eligible for support if they have complex needs.
Community Wellbeing Support in the community for People with Dementia and their Families in Kent.
Community Wellbeing Support for adults (aged 18+) with a physical disability.

These services are delivered by partners across the voluntary, community and social enterprise (VCSE) sector and estimated to have supported around 41,500 residents in this period. However, we know that providers' approaches to reporting have been inconsistent and there has been duplication in counting individuals who access multiple services.

Although there has been analysis for each protected group, many individuals have multiple protected characteristics that need to be considered holistically.

It is important to note that capturing and reporting on ‘carers responsibilities’ as a protected characteristic has not been part of the current contract. While Carers Responsibilities are not a protected characteristic according to the Public Sector Equality Duty, it is included by KCC here as it is deemed important.

The analysis of the available data confirms that we do not anticipate any negative impact on any protected groups. The activity is expected to have a positive impact overall. As no negative impacts have been identified, detailed information is not required for the EqIA at this stage. However, all insights and learning drawn from the data will be carefully reflected on and incorporated into the contract specification where appropriate, ensuring that the specification aligns with and responds to the evidence.

Section C – Impact

16. Who may be impacted by the activity? *Select all that apply.*

Service users/clients - *Answer: Yes/No*

Yes

Residents/Communities/Citizens - *Answer: Yes/No*

Yes

Staff/Volunteers - *Answer: Yes/No*

Yes

17. Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing? *Answer: Yes/No*

Yes

18. Please give details of Positive Impacts

- Positive impact due to simplified access, reduced postcode variation.
- Specialist pathways for dementia and physical disability are maintained and accessibility requirements strengthened.
- Clear referral routes will reduce repetition and improve accessibility.
- Inclusive open access model and equality monitoring.
- Diverse provider networks can better reflect community needs.
- Clear KPIs to monitor impact of the service and inform continuous improvement and innovation.
- Focus on priority groups.

Negative Impacts and Mitigating Actions

19.Negative Impacts and Mitigating actions for Age

a) Are there negative impacts for Age? *Answer: Yes/No*

No

b) Details of Negative Impacts for Age

Although there is “No” negative impact for Age, we have analysed the data, and will consider the key insights found and make necessary adjustments, where applicable to the future service design/specification.

Data shows the percentages of people supported in 2024/2025 who are between 0-59:

- 17.68% of people supported by Wellbeing Services for Older Adults
- 11.12% of people supported by Dementia Services
- 48.42% of people supported by Physical Disability Services
-

The data shows the percentages of people supported in 2024/2025 who are 60+:

- 78.72% of people supported by Wellbeing Services for Older Adults
- 88.47% of people were supported by Dementia Services
- 29.75% of people supported by Physical Disability Services

In total, 88.59% of people supported by these services are aged 60+, and 11.41% are aged 0–59 years. Therefore, this needs to be considered for future service design.

A significant proportion of people supported by Physical Disability Services are of working age (48.42%) and need services that encourage aspiration/positivity/encouragement to work and live independently. They have different support needs to older people. For this cohort, tailored support should be considered and provided.

Kent has a greater proportion of people aged 50+ years and above compared to the national average in England. Just over a fifth of Kent’s population is aged 65 and over (20.5%).

According to a Kent Analytics report (Over 55 population forecast (2024/2039) the population aged 55 and over in Kent is forecast to increase by around 25% by 2039, yet the proportion of population aged under 65 is only forecast to increase by 12.3%. The largest percentage growth is expected in Dartford, Folkestone & Hythe, Thanet and Tunbridge Wells.

c) Mitigating Actions for Age

As part of the developing specification and KPIs, the following will be considered:

Older people and some younger adults face digital exclusions and difficulties navigating complex information and may have limited digital skills.

Access and Single Point of Access:

- Multi-channel access - ensuring the service is not digital only, including telephone, face-to-face contact, home visits, written materials and accessible formats such as large print, audio and Easy Read.
- Digital Inclusion support - device support sessions, and alternative non-digital routes.
- Proactive outreach - work with GP surgeries, social prescribers, libraries, faith groups, housing associations.
- Alternative access routes - such as email, text messaging or online portals to reduce reliance on telephone-only systems.
- Consistent triage and clear referral pathways to specialist services.
- Tell-us-once model - to avoid repeated storytelling.
- Extra time for transactions for those that need it - better promotion of services, improved referral pathways and using Social prescribing to improve health.
- Age-appropriate support pathways - including activities that promote ageing well, such as strength and balance classes, befriending, memory support, and support appropriate for younger people, including employment, independence and community participation.
- Specialist support - for example younger adults with disabilities or multiple diagnoses.

Priority Groups:

- Targeted outreach and tailored interventions.
- Defined priority groups - including deprivation, Global Ethnic Majority, multimorbidity, homelessness, transport barriers.

- Targeted offer for younger disabled adults - employment support, life skills, housing advice and peer networks.
- Tailored support for priority age groups. The majority of current users are 60+, but younger adults with disabilities also access the services, if not acknowledged there could be a risk of unmet need.
- Tailored interventions based on life stage, functional ability and personal goals.

Data, KPIs and Reporting Requirements:

- Improved data - mandatory age segmentation in reporting.
- Clear KPIs - covering access, reach, outcomes, user experience, and collaboration.
- Usage monitored by age to identify gaps.
- Continued engagement with people with lived experience across ages
- Feedback from both older people and younger disabled adults used to shape delivery models.
- Outcomes for frailty, loneliness, mobility and digital exclusion.
- Equity of access across the County.

A large volume of Unknown/no data currently makes it difficult to understand young vs older usage patterns:

- Introduce standardised equality monitoring, including age segmentation.
- Build data quality expectations into KPIs and contract management.
- Use improved data to track whether younger people are underrepresented and adjust outreach accordingly.

d) Responsible Officer for Mitigating Actions – Age

Kate Silver

20. Negative Impacts and Mitigating actions for Disability

a) Are there negative impacts for Disability? *Answer: Yes/No*

No

b) Details of Negative Impacts for Disability

Although there is “No” negative impact for Disability, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

The data from those supported by the services during 2024/25 identifies that the proposals would have the greatest impact on people with:

- Long-term conditions 27.26%
- Physical disability 11.65%
- Mental Health 7.47%
- There is also 11.18% of data unknown/not captured

The data shows the number of people supported who have a long-term condition:

- 4945 people supported by the Wellbeing Services for Older Adults
- 229 people supported by Dementia Services
- 255 people supported by Physical Disability Services

Physical Disability:

According to a Kent Analytics report the number of 18-64 year olds in Kent with impaired mobility is projected to increase by 6% by 2040, and those with moderate personal care disability are expected to increase by 8%. The largest increases are projected in Maidstone and Dartford.

Needs analysis summary- Physical Disability:

- Wellbeing Services in the Community for those with a physical disability. The service recorded 17,205 interactions in 2022/23, increasing to 17,903 in 2023/24 and reaching 19,894 in 2024/25.
- According to the 2021 Census 281,423 people in Kent (17.9% of the resident population) were Equality Act disabled at the time of the Census. A further 116,477 had a long-term health condition but their day-to-day activities weren't limited by their condition.
- According to the 2021 Census, Thanet is estimated to have the highest physical disability at 19,731 followed by Canterbury at 18,954. Dartford is estimated to have the lowest physical disability at 10,054 followed by Tunbridge Wells at 10,622.

Dementia:

According to a Kent Analytics report the number of people in Kent aged 65 years old and over with Dementia is projected to increase by 42% by 2040.

Needs analysis summary- Dementia:

- Wellbeing Services in the Community for people with dementia and their families - In 2022/23, 4,618 people accessed the service. This number more than doubled to 9,065 in 2023/24, and continued to rise to 13,103 in 2024/25.
- Kent is home to approximately 25,000 people living with dementia, with around 15,000 individuals currently diagnosed. Compared to national figures, Kent has a higher prevalence of dementia but a lower diagnosis rate, highlighting a significant gap in identification and support.
- According to the Joint Strategic Needs Assessment (JSNA) cohort model, Kent is projected to see a 17.9% increase in the number of people with dementia between 2022 and 2027. Longer-term forecasts using Housing-Led projections estimate that the number of people living with dementia in Kent could rise to 43,000 by 2040.

c) Mitigating Actions for Disability

Priority Groups:

- Optimise the effectiveness of prevention services to remove, reduce or delay care needs.
- Develop a co-ordinated offer across all council-wide commissioned services to support people to gain and maintain independence without formal care services
- Future service provider/s to demonstrate how older people with complex needs will be supported safely and consistently, helping people to age well within their communities

Single point of Access:

- Clear referral routes from the single point of access
- Guarantee clear signposting from the single point of access to dementia and physical disability specialists.

Data, KPIs and Reporting Requirements:

- Accessibility audits - undertake annual audits and publish action plans
- Disability type recorded consistently; KPIs to reduce the proportion of “Unknown” data.

d) Responsible Officer for Mitigating Actions - Disability

Kate Silver

21. Negative Impacts and Mitigating actions for Sex

a) Are there negative impacts for Sex? *Answer: Yes/No*

No

b) Details of Negative Impacts for Sex

Although there is “No” negative impact for Sex, we have analysed the data and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

- Community Wellbeing Services for Older Adults supports 30.79% males
- Dementia Services supports 39.58% of males
- Physical Disability Services supports 37.85% of males

The 2021 Census shows there are more females than males in Kent (51.2% female to 48.8% male), and this pattern is seen across all Kent local authority districts. Data from 2024/2025 shows that those supported by the Community Wellbeing Services are 57.66% female to 36.61% male.

c) Mitigating Actions for Sex

Men experience disproportionately poor mental health outcomes, including higher suicide rates, lower engagement with support services, and increased prevalence of substance misuse. While the specification does not mandate targeted male outreach, it does require providers to consider the needs of communities facing barriers to access and priority groups. This should provide providers with the flexibility to identify and respond to unmet need among men where local data and service intelligence indicate this is appropriate.

This could include:

- Work with Men’s Sheds, sports clubs, veterans groups. Faith groups, workplaces, barber shops.
- Practical purpose driven activities (gardening, DIY, repair cafes, walking groups).
- Promotion tailored to different groups, representing diverse genders and ages.

d) Responsible Officer for Mitigating Actions - Sex

Kate Silver

22. Negative Impacts and Mitigating actions for Gender identity/transgender

a) Are there negative impacts for Gender identity/transgender? *Answer: Yes/No*

No

b) Details of Negative Impacts for Gender identity/transgender

Although there is “No” negative impact for Gender identity/transgender, we have analysed the data and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Services supported 0.27% of people that were listed as having gender reassignment/being transgender in 2024/2025.

There is a gap in data across all services which totals 23.77% unknown.

c) Mitigating actions for Gender identity/transgender

Ensure forms and communication routes are inclusive; respect names and pronouns; provide confidential disclosure routes; and ensure staff are trained in inclusive and respectful practice.

As part of the developing specification and KPIs, the following will be considered:

- Inclusive communication - forms include non-binary and transgender options.
- Inclusive practice - Pronouns respected, staff training, confidentiality protections.
- Safe disclosure processes so that people can disclose gender identity safely and privately.

Data, KPIs and Reporting Requirements: improve data capture and reporting through the new contract.

d) Responsible Officer for Mitigating Actions - Gender identity/transgender

Kate Silver

23. Negative Impacts and Mitigating actions for Race

a) Are there negative impacts for Race? *Answer: Yes/No*

No

b) Details of Negative Impacts for Race

Although there is “No” negative impact for Race, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Services supported in 2024/2025:

- Asian: 1.73%
- Black: 0.6%
- Mixed: 0.99%
- White: 74.82%
- Unknown: 21.74%

The 2021 Census shows that 89.4% of residents were of White British ethnic origin. Asian ethnicity was 8.8%, Black was 5.2% and Mixed was 4.7%. Completing the Equality Impact Assessment has identified that services are supporting a percentage of White residents that reflects the Kent population. The numbers of people supported known to be from Asian, Black and Mixed ethnic backgrounds are lower than the Kent population, however, it is noted that 21.74% of those supported chose not to disclose their race and are therefore recorded as ‘unknown’

c) Mitigating Actions for Race

Consideration to be given to race when determining the priority groups for the contract, to ensure a more targeted approach and support to communities to ensure the percentage of people supported reflects the Kent population.

It is recognised that there are structural and societal reasons as to why Individuals from the Global Majority may have lower access to services, including a lack of timely diagnosis and therefore being less likely to access preventative services, such as these.

Single point of access:

- Translated information - providing material in key community languages.
- Staff training - anti-racism and cultural awareness.
- Service design - adapt activities to cultural norms, gender expectations, dietary needs, social practices.

Data, KPIs and Reporting Requirements:

- KPIs - to ensure providers report on the ethnicity of people who use their services and illustrate how support is appropriately tailored to meet the needs of different ethnic groups and communities.
- Robust reporting and improved data captured - to ensure all services have equitable access and delivery, with a specific focus on ethnicity data collection.

Priority Groups:

- Community presence (targeted approach) - Work with cultural organisations, mosques, temples, African and Caribbean associations, Eastern European groups.

d) Responsible Officer for Mitigating Actions – Race

Kate Silver

24. Negative Impacts and Mitigating actions for Religion and belief

a) Are there negative impacts for Religion and Belief? *Answer: Yes/No*

No

b) Details of Negative Impacts for Religion and belief

Although there is “No” negative impact for Religion and belief, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Services supported in 2024/2025:

- Christian 37.29%
- Hindu 0.18%
- Buddhist 0.13%
- Jehovah Witness 0.22%
- Muslim 0.46%
- Sikh 0.76%

- No religion 13.48%
- Other religion – details are unknown 1.27%
- Religion is unknown 46.11%

The 2021 Census shows that in Kent 48.5% of residents identified as Christian, 40.9% had no religion, , Muslim 1.6%, 1.2% Hindu, Sikh 0.8%, 0.6% Buddhist and 0.6% other religion, Therefore, the religion percentages supported by the services are reflective of the Kent population. There is also a large percentage of religion unknown particularly within the Wellbeing Services in the Community for those aged 55+, which makes it more difficult to assess the potential impact of proposals on this protected characteristic.

c) Mitigating Actions for Religion and belief

Priority Groups:

- Activity times, dietary norms or cultural practices may exclude religious groups - 40%+ “unknown” data reduces insight.
- Religious inclusion checks - Avoid scheduling essential activities during major Religious festivals where possible.
- Work with faith leaders, use community connectors to reach underrepresented faith groups.

Data improvement:

- Religion data must be captured, except where individuals decline to provide it.

d) Responsible Officer for Mitigating Actions - Religion and belief

Kate Silver

25. Negative Impacts and Mitigating actions for Sexual Orientation

a) Are there negative impacts for sexual orientation. *Answer: Yes/No*

No

b) Details of Negative Impacts for Sexual Orientation

Although there is “No” negative impact for sexual orientation, we have analysed the data and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Services supported in 2024/2025:

- Heterosexual 65.31%
- Bisexual 0.13%
- Gay or lesbian 0.65%
- Prefer not to say 1.01%
- Unknown 32.85%

The 2021 Census reported that 90.6% of Kent residents were heterosexual, 1.3% gay or lesbian, 1.1% bisexual and 6.7% not answered. The Services in the Community services are supporting slightly lower percentage of people that are bisexual, gay or lesbian compared to the Kent population. There is also a large percentage of unknown across the Services (32.85%).

c) Mitigating Actions for Sexual Orientation

As part of the developing specification and KPI's the following will be considered:

- Make it explicit in communications that services welcome LGBTQ+ people.
- Provide confidential disclosure routes so people can disclose sexual orientation privately on forms or digitally.
- Co-produce outreach with local Pride organisations, support groups and people with lived experience.

Data:

- Reduce unknown sexual orientation data.

d) Responsible Officer for Mitigating Actions - Sexual Orientation

Kate Silver

26. Negative Impacts and Mitigating actions for Pregnancy and Maternity

a) Are there negative impacts for Pregnancy and Maternity? *Answer: Yes/No*

No

b) Details of Negative Impacts for Pregnancy and Maternity

Although there is "No" negative impact for Pregnancy and Maternity, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

In 2025, Providers supported 3 people who were either pregnant or supporting someone in the maternity period of 33 weeks.

c) Mitigating Actions for Pregnancy and Maternity

As part of the developing specification and KPIs, the following will be considered:

- Mobility issues, health needs, caring for a baby/young child may limit access.
- Signposting-strong links to maternity, midwifery, and early years support.

d) Responsible Officer for Mitigating Actions - Pregnancy and Maternity

Kate Silver

27. Negative Impacts and Mitigating actions for marriage and civil partnerships

a) Are there negative impacts for Marriage and Civil Partnerships? *Answer: Yes/No*

No

b) Details of Negative Impacts for Marriage and Civil Partnerships

Although there is “No” negative impact for Marriage and Civil partnerships, we have analysed the data, and will consider the key insights found and make necessary adjustments where applicable to the future service design/specification.

Data shows that 18.64% of those supported in 2024/2025 identified as not in a civil partnership, divorced, separated, widowed or single, which could have an impact on increasing social isolation if people are living alone and a loneliness risk.

c) Mitigating Actions for Marriage and Civil Partnerships

As part of the developing specification and KPIs, the following will be considered:

- Ensure support networks, social prescribing partners and community connectors are utilised to identify and reach people at risk of isolation.
- Encourage group-based community activities to build local networks.
- Establish a structured loneliness pathway - befriending, social clubs, peer networks, group-based wellbeing activities.
- Proactive identification of people living alone - GP referrals, housing referrals, care navigators
- Volunteer programmes - encourage neighbourly support and buddy schemes to reduce isolation.

d) Responsible Officer for Mitigating Actions - Marriage and Civil Partnerships

Kate Silver

28. Negative Impacts and Mitigating actions for Carer's Responsibilities

a) Are there negative impacts for Carer's Responsibilities? *Answer: Yes/No*

No

b) Details of Negative Impacts for Carer's Responsibilities

There is limited data on Carers Responsibilities as it has not been a requirement for the Community services to collect this data.

In Kent, an estimated 148,341 adults aged 16+ provide the following unpaid care each week:

- 94,640 provide 1-19 hours
- 18,131 provide 20-49 hours
- 35,570 provide 50 hours

Therefore, carers are playing a key role in supporting people and could negatively be impacted by the proposal if the person they care for has reduced access to the support and services affected by the proposal. This could impact a carer's mental health and wellbeing.

c) Mitigating Actions for Carer's Responsibilities

As part of the developing specification and KPIs, the following will be considered:

- The future provider/s will be responsible to support carers to understand and support this best practice informed approach.
- Identify carers early - build mandatory carer screening into triage and referral forms.
- Carer wellbeing checks - signpost to carers support services, emergency plans, carers passport.
- Peer support for carers, group activities, respite sessions, wellbeing groups.

Data:

- Carer status captured for all people using services.

d) Responsible Officer for Mitigating Actions - Carer's Responsibilities

Kate Silver

From:	Georgia Foster, Cabinet Member for Adult Social Care Helen Woodland, Corporate Director, Adult Social Care and Health
To:	Adult Social Care and Public Health Cabinet Committee – 24 September 2026
Subject:	**Mental Health Assessment Service**
Decision no:	**26/00058**
Key Decision:	Yes
Classification:	Unrestricted
Past Pathway of report:	None
Future Pathway of report:	Cabinet Member decision
Electoral Division:	All

Is the decision eligible for call-in? Yes

Summary: Kent County Council is required to provide mental health assessments as part of the statutory duties set out in the Mental Capacity Act 2005 and under Deprivation of Liberty Safeguards (DoLS).

The current contract for Mental Health Assessment services expires 30 April 2027.

This report provides the Adult Social Care and Public Health Cabinet Committee with the background and rationale for commissioning a new Mental Health Assessment Service.

Recommendation(s): The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

1. Introduction

1.1 The current Mental Health Assessment Service Contract commenced on 1 August 2023 and is due to expire on 30 April 2027.

1.2 Deprivation of Liberty Safeguard (DoLS) assessments were introduced in 2009 to prevent breaches of article 5 human rights (“Right to liberty and security of person”), provide a procedure in law for those deprived in accommodation to access care and treatment, and to provide legal protection to determine the lawfulness of the deprivation. This service is a statutory responsibility for the

Local authority. Under the current arrangements a DoLS requires a mental health assessment, carried out by a mental health assessor.

1.3 The proposal to commission a new Mental Health Assessment Service, forms part of the Council's Adult Social Care and Health commissioning responsibilities and will ensure the continued provision of a specialist service which supports the delivery of statutory functions and provides best value for Kent residents.

1.4 Commissioning of the new service will be undertaken through a competitive procurement process, which will enable the Council to award a contract for the new Mental Health Assessment Service from 1 May 2027 following expiry of the current contractual arrangements.

2. Key Considerations

2.1. In developing the recommissioning proposal, Kent County Council considered how best to secure a sustainable, high-quality Mental Health Assessment Service that delivers value for money, maintains service continuity and supports the Council's statutory responsibilities. The key consideration has been determining the most appropriate commissioning model to ensure sufficient capacity, quality assurance and resilience within a limited and specialist provider market.

2.2 Market analysis and service review activity identified that a single countywide contracted service remains the preferred approach. This model provides greater consistency, accountability and oversight, while maintaining flexibility to respond to fluctuations in demand, transition through Local Government Reform (LGR) and future changes in the legislative or operational landscape.

2.3 Key issues considered as part of the recommissioning include future demand uncertainty, provider market sustainability, affordability, value for money and the need to maintain uninterrupted access to assessments throughout the transition to a new contract. The recommended approach seeks to balance these considerations by establishing a contractual arrangement that provides stability for both the Council and the provider market while retaining appropriate flexibility to respond to changing requirements.

2.4 Acknowledgement is given to the LGR, which will take place during the lifetime of this contract. The Government has confirmed that Kent and Medway will move to four unitary councils from April 2028, replacing the current two-tier local government structure. While there will be no immediate impact on service delivery, the new contract will include appropriate variation and break clauses to enable future amendments where required.

3. Background

3.1 Kent County Council is undertaking the recommissioning of its Mental Health Assessment Service to ensure the continued delivery of statutory responsibilities under the Mental Capacity Act 2005 and Deprivation of Liberty Safeguards (DoLS). The service provides timely, independent mental health and mental capacity assessments to support lawful authorisation processes for

individuals who may be deprived of their liberty, many of whom are among the most vulnerable in the community.

3.2 The current commissioning approach has been shaped by a period of legislative uncertainty. Liberty Protection Safeguards (LPS) had been expected to replace DoLS, and this informed the decision [Record of Decision 23/00023] to let the existing contract on a shorter-term basis (two years plus one year extension), with flexibility to respond to anticipated reform. The contract has further been extended by 9 months (until 30 April 2027) to allow sufficient time to reprocure the new service.

3.3 However, following a recent Supreme Court judgment, the definition of what constitutes a deprivation of liberty has changed. The national position has shifted and the introduction of LPS is no longer expected in its current form. The judgment clarified that individuals who express contentment or consent to their care arrangements may not be considered deprived of their liberty, even if they lack mental capacity under the Mental Capacity Act. This means potentially less residents will require a mental health assessment from these services. In this context, the recommissioning focuses on ensuring a resilient and adaptable service model that can respond to the evolving legal landscape, maintain compliance with statutory duties, and provide stability and assurance while further national direction and guidance are clarified.

3.4 To prepare for commissioning the new Mental Health Assessment Service a range of pre procurement activity has taken place. This includes market engagement to inform the market of this opportunity and a meeting with interested parties to allow for the opportunity to ask questions and to obtain feedback on future delivery models. Adult social care colleagues have been involved throughout to inform and shape the design of the service model to ensure it meets the needs of residents and supports our statutory duties.

3.5 A Commercial Strategy, including the procurement plan and approach to the market, will be developed and submitted to the Commercial and Procurement Oversight Board for approval, prior to the commencement of the procurement.

3.6 Following the procurement exercise, a new contract will be in place from 1 May 2027. The contract duration will be for two years, with two optional one year extensions providing a possible total contract duration of four years. The new contract will include appropriate variation and break clauses to enable future amendments should they be required, in particular with a view to LGR.

4. Options considered and dismissed, and associated risk

4.1 <u>Option a) Do Nothing</u>

This would mean taking no action and allowing the current contractual arrangements to end without procuring a replacement Mental Health Assessment Service. This was considered and rejected as this would create a significant risk to the Council's ability to meet its statutory responsibilities under the Mental Capacity Act 2005. The Council would have no assurance regarding the availability of suitably qualified assessors to meet service demand.

4.2 Option b) Spot Purchase Mental Health Assessments

Officers are of the opinion that it would likely cost the Council more money through individual arrangements with providers, lose consistency in service offer and risk oversight and control of the quality of provision. In addition, this approach would not align with the Council's strategy, which is to secure services through an appropriate contractual arrangement rather than relying on spot purchasing arrangements. A commissioned contract provides greater assurance of service continuity, performance management, accountability and market sustainability.

5. How the proposed decision supports the Council's Strategic Statement

5.1 The recommissioning of the Mental Health Assessment Service supports the Council's Strategic Statement Reforming Kent 2025–2028 by strengthening the quality, responsiveness and sustainability of a core statutory Adult Social Care function, aligning with the aims of putting residents first, supporting residents who need help, reforming the Council, and building better communities.

5.2 The new service approach will improve timely access to assessments and ensure continued compliance with statutory duties, thereby improving outcomes and safeguarding for vulnerable adults. It also contributes to the Council's transformation agenda by modernising delivery and improving efficiency and value for money.

5.3 Overall, the recommissioning is fully aligned to the Council's strategic direction and supports improved outcomes for residents alongside financial sustainability.

6. Financial Implications

6.1 The proposed cost of recommissioning the Mental Health Assessment Service will be up to £416,000 per annum. The contract will be let for an initial two year term, with the option to extend for a further one plus one year. The estimated maximum value over the full contract term is approximately £1.664m. However, following the change to what constitutes a deprivation of liberty it is expected demand for the service to reduce. Work is currently underway to quantify the anticipated impact on future service demand.

6.2 The funding for this service will come from the budget managed within Adult Social Care and Health DoLS Service. This is included in the Medium Term Financial Plan (MTFP).

6.3 Through the price evaluation in the procurement process we will seek to ensure best value for the Council and a sustainable rate for the service.

7. Legal implications

7.1 Deprivation of Liberty Safeguard (DoLS) assessments were introduced in 2009 to prevent breaches of article 5 human rights ("Right to liberty and security of person"), provide a procedure in law for those deprived in accommodation to access care and treatment, and to provide legal protection to determine the

lawfulness of the deprivation. This service is a statutory responsibility for the Local authority.

7.2 Under the current arrangements a DoLS requires a mental health assessment, carried out by a mental health assessor. The Mental Capacity Act DoLS Regulations 2008 stipulate this must be a medical doctor experienced in mental health and are section 12 approved, therefore approved clinicians under the Mental Health Act 1983. Furthermore, the local authority is responsible for ensuring that sufficient mental health assessors are available.

7.3 The Mental Health Assessment Service ensures that the Council can meet its requirement to ensure that a person subject to DoLS has received statutory Mental Health and eligibility assessments in a timely manner so as not to delay any outcome issued by the Supervisory Body.

7.4 The procurement will be undertaken in accordance with The Health Care Services (Provider Selection Regime) Regulations. The regulations primarily apply to NHS England and Integrated Care Boards, and also to local authorities when arranging healthcare services. Kent County Council will use a Competitive Process to test the market and identify a suitable provider, in line with the methodology set out in Regulation 11.

7.5 Any LGR impacts will be managed through a break clause included in the contract, governance arrangements, and the standard LGR clause included in all new contracts.

8. Equalities implications

8.1 A full Equality Impact Assessment (EqIA) was completed (attached as Appendix 1) and formally signed off by the EqIA Lead in July 2026. This assessment explored the potential impact of the proposed changes on individuals with protected characteristics under the Equality Act 2010. It confirmed that the new service model is designed to promote equity of access, ensure fairness in placement decisions, and address any potential disparities in service delivery across different localities in Kent.

9. Data Protection Implications

9.1 A full Data Protection Impact Assessment (DPIA) has been completed and signed off by the Information Governance Lead in August 2026.

9.2 The DPIA process has helped identify potential privacy risks linked to the recommissioning of the Mental Health assessment service, particularly around the management of the special category data. Appropriate mitigations and safeguards are being incorporated into the design of the new commissioning model to ensure compliance with UK GDPR and the Data Protection Act 2018.

10. Conclusions

10.1 The recommissioning of the Mental Health Assessment Service will enable the Council to secure continued provision of a service which supports the delivery of its statutory responsibilities. The preferred option, to undertake a competitive

procurement process, provides the most sustainable and resilient approach, offering assurance over service quality, continuity, capacity and value for money. Approval of the proposed decision will enable a new contract to be in place from 1 May 2027 and support the continued delivery of timely mental health assessments for Kent residents.

Recommendations: The Adult Social Care Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care in relation to the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

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10. Background Documents

None

11. Appendices

Appendix A - Proposed Record of Decision
Appendix 1 - Equality Impact Assessment

12. Report Author

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:	DECISION NUMBER:
Georgia Foster, Cabinet Member for Adult Social Care	26/00058

Executive Decision – Key decision

26/00058 – Mental Health Assessment Service

Decision: As Cabinet Member for Adult Social Care, I propose to:
a) **APPROVE** the recommissioning of a new DoLS Mental Health Assessment Service and confirm the current contractual arrangements, including the approved contract modification which will enable procurement and mobilisation of the new service;
b) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to take relevant actions to negotiate, finalise the terms of, and (in consultation with the Cabinet Member for Adult Social Care) award the contract for the Mental Health Assessment Service;
c) **DELGATE** authority to the Corporate Director, Adult Social Care and Health (in consultation with the Cabinet Member for Adult Social Care and the S151 Officer) to exercise any approved contract extensions; and
d) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to enter relevant contracts or other legal agreements as required to implement the decision.

Reasons for decision:
The current Mental Health Assessment Service Contract commenced on 1 August 2023 with a duration of two years plus one year extension. A contract modification of up to nine months has been agreed by Commercial and Procurement under the Provider Selection Regime to allow for the recommissioning of the new service. The current contract arrangements expire 30 April 2027.

The proposal is to undertake a competitive procurement exercise to recommission a new Mental Health Assessment Service. This approach will ensure best value for money and gives a balance of resilience, flexibility and quality of service and supports the Council's statutory Deprivation of Liberty Safeguards (DoLS) function.

How the proposed decision supports the Council's Strategic Statement:
The recommissioning of the Mental Health Assessment Service supports the Council's Strategic Statement Reforming Kent 2025–2028 by strengthening the quality, responsiveness and sustainability of a core statutory Adult Social Care function, aligning with the aims of putting residents first, supporting residents who need help, reforming the Council, and building better communities.

The new service approach will improve timely access to assessments and ensure continued compliance with statutory duties, thereby improving outcomes and safeguarding for vulnerable adults. It also contributes to the Council's transformation agenda by modernising delivery and improving efficiency and value for money.

Overall, the recommissioning is fully aligned to the Council's strategic direction and supports improved outcomes for residents alongside financial sustainability.

Financial implications:
The proposed cost of recommissioning the Mental Health Assessment Service will be up to £416,000 per annum. The contract will be let for an initial two year term, with the option to extend for a further one plus one year. The estimated maximum value over the full contract term is approximately £1.664m. However, following the change to what constitutes a deprivation of liberty it is expected demand for the service to reduce. Work is currently underway to quantify the anticipated impact on future service demand.

The funding for this service will come from the budget managed within Adult Social Care and Health DoLS Service. This is included in the Medium Term Financial Plan (MTFP).

Through the price evaluation in the procurement process we will seek to ensure best value for the council and a sustainable rate for the service.

Legal implications:
Deprivation of Liberty Safeguard (DoLS) assessments were introduced in 2009 to prevent breaches of article 5 human rights ("Right to liberty and security of person"), provide a procedure in law for those deprived in accommodation to access care and treatment, and to provide legal protection to determine the lawfulness of the deprivation. This service is a statutory responsibility for the Local authority.

Under the current arrangements a DoLS requires a mental health assessment, carried out by a mental health assessor. The Mental Capacity Act DoLS Regulations 2008 stipulate this must be a medical doctor experienced in mental health and are section 12 approved, therefore approved clinicians under the Mental Health Act 1983. Furthermore, the local authority is responsible for ensuring that sufficient mental health assessors are available.

The Mental Health Assessment Service ensures that the Council can meet its requirement to ensure that a person subject to DoLS has received statutory Mental Health and eligibility assessments in a timely manner so as not to delay any outcome issued by the Supervisory Body.

The procurement will be undertaken in accordance with The Health Care Services (Provider Selection Regime) Regulations. The regulations primarily apply to NHS England and Integrated Care Boards, and also to local authorities when arranging healthcare services. Kent County Council will use a Competitive Process to test the market and identify a suitable provider, in line with the methodology set out in Regulation 11.

Any LGR impacts will be managed through a break clause included in the contract, governance arrangements, and the standard LGR clause included in all new contracts.

Equalities implications:
A full Equality Impact Assessment (EqIA) was completed and formally signed off by the EqIA Lead in July 2026. This assessment explored the potential impact of the proposed changes on individuals with protected characteristics under the Equality Act 2010. It confirmed that the new service model is designed to promote equity of access, ensure fairness in placement decisions, and address any potential disparities in service delivery across different localities in Kent.

Data Protection implications:
A full Data Protection Impact Assessment (DPIA) has been completed and signed off by the Information Governance Lead in August 2026.

The DPIA process has helped identify potential privacy risks linked to the recommissioning of the Mental Health assessment service, particularly around the management of the special category data. Appropriate mitigations and safeguards are being incorporated into the design of the new commissioning model to ensure compliance with UK GDPR and the Data Protection Act 2018.

Cabinet Committee recommendations and other consultation: The proposed decision will be considered by the Adult Social Care and Public Health Cabinet Committee on 24 September 2026 and the outcome included in the paperwork which the Cabinet Member will be asked to sign.

This version of the PROD is included in the agenda pack for committee members to review ahead of the meeting.

Any alternatives considered and rejected:
Option a) ‘Do nothing’ is unviable.
The council has a statutory duty to provide mental health assessments under the Mental Capacity Act 2005. Without a new contract in place to mental health assessments it will put the council at risk on both a financial basis and with regard to meeting statutory duties.

Option b) Spot purchase mental health assessments without a contract.
This would result in reduced control of quality, cost and supply meaning there might be occasions where there is insufficient capacity for a service to be provided.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

.....	.....
Signed	Date

EQIA Submission – ID Number
Section A

EQIA Title
Mental Health Assessment recommissioning

Responsible Officer
Renee Lozanova - AH AIC

Approved by (Note: approval of this EqIA must be completed within the EqIA App)
Ben Campbell - AH AIC

Type of Activity

Service Change
No
Service Redesign
No
Project/Programme
No
Commissioning/Procurement
Commissioning/Procurement
Strategy/Policy
No
Details of other Service Activity
No

Accountability and Responsibility

Directorate
Adult Social Care and Health
Responsible Service
Adults Commissioning
Responsible Head of Service
Ben Campbell - AH AIC
Responsible Director
Helen Gillivan - AH CD

Aims and Objectives

The objective of this activity is the recommissioning of the Mental Health Assessment Service.

The Mental Health Assessment Service ensures that the Council can meet its requirement to ensure that a person subject to Deprivation of Liberty Safeguards (DoLS) has received statutory Mental Health Assessments in a timely manner so as not to delay any outcome issued by the Supervisory Body.

The current contract has been extended until 30 April 2027 to allow recommissioning to be carried out.

In scope of this activity is:

- Provision of Mental Health Assessment Services for DoLS as required by the Mental Capacity Act 2005.
- Delivery of statutory Mental Health assessments by Section 12 approved doctors.
- Maintaining service continuity and quality to support Kent County Council's statutory duties.
- Monitoring and adapting to national legislative changes (e.g., LPS implementation).

The purpose of this EqIA is to ascertain the impact and identify opportunities, that the recommissioning of

the Mental Health assessment service may have on protected characteristics should any changes to charging be agreed.

Section B – Evidence

Do you have data related to the protected groups of the people impacted by this activity?

Yes

It is possible to get the data in a timely and cost effective way?

Yes

Is there national evidence/data that you can use?

No

Have you consulted with stakeholders?

Yes

Who have you involved, consulted and engaged with?

The groups of stakeholders who have been consulted and engaged with to date include:

KCC Internal Teams:

The following internal teams were consulted with. De-identified data was also obtained from these stakeholders, and this data was used to inform the summaries in this report:

- Adults Commissioning Team
- Deprivation of Liberty Safeguards (DoLS) County Team
- Commercial and Procurement Team

The demographic data used to complete this report has been provided through:

- Performance Team (KCC)
- Office of National Statistics (ONS) Census 2021

Included in the dataset are those who have made contact with or who are currently engaging with adult social care services. The total number of people, as of January 2026 is 35,503; 7,256 of which are / have been supported by DoLS services (excluding Community DoLS). This data is being used as a representation of the total Kent population.

Other Local Authorities:

The team has engaged with the South East regional DoLS network.

External Partners:

The following partners were spoken to. The conversations with these partners also informed the opportunities and options in this report:

- South East Memory Assessment Services Limited – current provider of the service

Has there been a previous Equality Analysis (EQIA) in the last 3 years?

No

Do you have evidence that can help you understand the potential impact of your activity?

Yes

Section C – Impact

Who may be impacted by the activity?

Service Users/clients
Service users/clients

Staff
No

Residents/Communities/Citizens
Residents/communities/citizens

Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing?

Yes

Details of Positive Impacts

Demographic Overview of Individuals Accessing DoLS Services in Kent (January 2026)

As of March 2026, a total of 7,182 Individuals are accessing Deprivation of Liberty Safeguards (DoLS) services in Kent. The demographic breakdown of these Individuals is as follows:

- Gender

Of those accessing the service, 64% are female and 36% are male.

- Age

The majority of Individuals supported by DoLS services are over the age of 65, accounting for 85% of the total population accessing the service.

- Ethnicity

In terms of ethnicity, 89.3% of Individuals are within the white ethnic group. A further 8.4% have not stated their ethnicity.

- Marital Status

Regarding marital status, 21.7% of the Individuals are married or in a registered civil partnership, while 11.3% have not had their marital status recorded.

- Sexual Orientation

With respect to sexual orientation, 91.3% identify as heterosexual, and 7.9% have not disclosed this information.

- Religion

Religious affiliation among Individuals accessing the service is as follows: 32% identify as Christian, 21.4% state they have no religion, and 34.6% have not disclosed their religion.

- Carers

Of those accessing the service, 1.6% are identified as carers.

Positive impacts of the Protected groups:

- Defined hours and robust administration for assessor allocation will provide reliable access for people, including those with caring responsibilities or mobility needs.
- Quarterly KPI monitoring will give transparency and would enable early remedial action, improving lived experience across protected groups.
- The recommissioned service would set and monitor strict timelines (confirmation within one working day; assessment completion within contractual timescales), reducing anxiety and uncertainty for Individuals and carers by expediting lawful DoLS decisions.

• A robust specification will be co-designed alongside robust contract management processes, to ensure a high quality and safe service. • Throughout the commissioning and procurement process the activity will ensure inclusive methods are used to communicate and engage with individuals.
Negative impacts and Mitigating Actions
19.Negative Impacts and Mitigating actions for Age
Are there negative impacts for age?
No
Details of negative impacts for Age
Not Applicable
Mitigating Actions for Age
Not Applicable
Responsible Officer for Mitigating Actions – Age
Not Applicable
20. Negative impacts and Mitigating actions for Disability
Are there negative impacts for Disability?
No
Details of Negative Impacts for Disability
Not Applicable
Mitigating actions for Disability
Not Applicable
Responsible Officer for Disability
Not Applicable
21. Negative Impacts and Mitigating actions for Sex
Are there negative impacts for Sex
No
Details of negative impacts for Sex
Not Applicable
Mitigating actions for Sex
Not Applicable
Responsible Officer for Sex
Not Applicable
22. Negative Impacts and Mitigating actions for Gender identity/transgender
Are there negative impacts for Gender identity/transgender
No
Negative impacts for Gender identity/transgender
Not Applicable
Mitigating actions for Gender identity/transgender
Not Applicable
Responsible Officer for mitigating actions for Gender identity/transgender
Not Applicable
23. Negative impacts and Mitigating actions for Race
Are there negative impacts for Race
No
Negative impacts for Race
Not Applicable
Mitigating actions for Race
Not Applicable
Responsible Officer for mitigating actions for Race

Not Applicable
24. Negative impacts and Mitigating actions for Religion and belief
Are there negative impacts for Religion and belief
No
Negative impacts for Religion and belief
Not Applicable
Mitigating actions for Religion and belief
Not Applicable
Responsible Officer for mitigating actions for Religion and Belief
Not Applicable
25. Negative impacts and Mitigating actions for Sexual Orientation
Are there negative impacts for Sexual Orientation
No
Negative impacts for Sexual Orientation
Not Applicable
Mitigating actions for Sexual Orientation
Not Applicable
Responsible Officer for mitigating actions for Sexual Orientation
Not Applicable
26. Negative impacts and Mitigating actions for Pregnancy and Maternity
Are there negative impacts for Pregnancy and Maternity
No
Negative impacts for Pregnancy and Maternity
Not Applicable
Mitigating actions for Pregnancy and Maternity
Not Applicable
Responsible Officer for mitigating actions for Pregnancy and Maternity
Not Applicable
27. Negative impacts and Mitigating actions for Marriage and Civil Partnerships
Are there negative impacts for Marriage and Civil Partnerships
No
Negative impacts for Marriage and Civil Partnerships
Not Applicable
Mitigating actions for Marriage and Civil Partnerships
Not Applicable
Responsible Officer for Marriage and Civil Partnerships
Not Applicable
28. Negative impacts and Mitigating actions for Carer's responsibilities
Are there negative impacts for Carer's responsibilities
No
Negative impacts for Carer's responsibilities
Not Applicable
Mitigating actions for Carer's responsibilities
Not Applicable
Responsible Officer for Carer's responsibilities
Not Applicable

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From:	Georgia Foster, Cabinet Member for Adult Social Care Helen Woodland, Corporate Director, Adult Social Care and Health
To:	Adult Social Care and Public Health Cabinet Committee – 24 September 2026
Subject:	**Section 75 Partnership Agreement**
Decision no:	**26/00059**
Key Decision:	Yes
Classification:	Unrestricted
Past Pathway of report:	N/A
Future Pathway of report:	Cabinet Member Decision
Electoral Division:	All

Is the decision eligible for call-in? Yes

Summary: The report provides the background and rationale for the required revision of the Section 75 Agreement between Kent County Council Adult Social Care and the Kent and Medway Integrated Care Board to underpin the Better Care Fund.

Recommendation(s): The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and ENDORSE or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care on the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

1. Introduction

1.1 The Better Care Fund (BCF) is a national programme in England that brings together Integrated Care Board (ICB) and Local Authority funding into a pooled budget to support integration between Health and Social Care.

1.2 The BCF was introduced in 2015 and includes an allocation of funding for the Local Authority and an allocation of funding for the ICB. This funding is set by central government each year and must sit within a pooled budget.

1.3 The BCF pooled budget is governed by a Section 75 Partnership Agreement between Kent County Council and the Kent and Medway ICB.

1.4 Following legal review and publication of updated national guidance and templates, the existing 2015 agreement requires updating to ensure it remains robust and fit for future integrated working.

1.5 This proposed decision seeks to enter into a revised Section 75 Partnership Agreement, which will provide greater assurance that public funds are managed effectively, roles and responsibilities are clearly defined, risks are appropriately managed and future collaborative arrangements can continue to develop within a robust legal framework.

2. Key Considerations

2.1 The original 2015 agreement was required to establish the Better Care Fund pooled budget for 2015/2016.

2.2 The 2026 agreement establishes a more formalised governance structure, including a Partnership Board, detailed governance schedules, delegated decision-making arrangements, regular reporting requirements and structured review processes. It also introduces clear mechanisms for approving and overseeing new schemes.

2.3 The 2026 agreement introduces formal arrangements for dispute resolution, termination, managing breaches and defaults, force majeure events, indemnities, insurance requirements, audit rights, contract management responsibilities, third-party rights and changes in legislation.

2.4 Where the 2015 agreement focused on a specific Better Care Fund pooled budget, the 2026 framework adopts a broader approach, explicitly allowing additional funding streams and future pooled budgets between KCC and the Kent and Medway ICB to be incorporated.

2.5 In summary, the revised agreement will:

- provide the governance framework necessary to support integrated decision making.
- provide the flexibility to support future integrated commissioning and pooled funding arrangements where appropriate, enabling both organisations to respond to national policy developments, including reforms to the Better Care Fund and the Government's ambition to deliver more integrated, neighbourhood-based health and care services.
- ensure delivery of the Better Care Fund 2026-27 national conditions that specify a Section 75 and joint governance must be in place.

3. Background

3.1 The current Section 75 Partnership Agreement was completed in 2015. Legal advice concluded that it no longer sufficiently reflects current legislation, guidance and integrated working arrangements. The revised Section 75 Partnership Agreement has been developed using the updated national Section 75 template published in 2025. Extensive consultation has taken place with KCC operational, commissioning, finance, procurement, governance and legal teams, alongside ICB representatives.

3.2 In December 2025, Directors and Managers from Kent County Council Adult Social Care and Kent and Medway ICB developed a shared vision for integrated care through to 2028. The revised Section 75 Partnership Agreement (attached as Appendix 1) provides an updated legal and governance framework to support delivery of these ambitions.

4. Options considered and dismissed, and associated risk

4.1 Option 1: Retain the existing agreement. Rejected due to governance and legal risks associated with an outdated framework.

5. How the proposed decision supports the Council's Strategic Statement

5.1 The proposal directly supports the ambitions within Reforming Kent 2025-2028, the Kent Health and Wellbeing Strategy, the Kent and Medway Integrated Care System Strategy and Kent Adult Social Care's "Making a Difference Every Day" strategy:

- improved independence and wellbeing through preventative services
- stronger integrated neighbourhood working
- reduced health inequalities
- more effective use of public resources
- improved hospital discharge and recovery pathways
- better outcomes for unpaid carers
- increased use of technology-enabled care and community-based support.

6. Financial Implications

6.1 The proposal to enter into a revised Section 75 Partnership Agreement does not increase Better Care Fund values or create additional financial commitments. It strengthens governance, accountability and risk-sharing arrangements relating to existing and future pooled funds.

6.2 The revised Section 75 Partnership Agreement supports existing arrangements through which Better Care Fund investment is monitored against agreed outcomes, performance measures and value-for-money criteria. Examples include oversight of jointly commissioned discharge services, reablement services, community equipment services and joint brokerage arrangements, all of which contribute to reducing avoidable hospital stays and improving utilisation of health and care resources.

7. Legal implications

7.1 The Section 75 Partnership Agreement is made under Section 75 of the National Health Service Act 2006. Updating the Section 75 Partnership Agreement ensures compliance with current legislation, guidance and best practice.

7.2 Any impacts arising from Local Government Reorganisation will be addressed through established transition and governance arrangements.

8. Equalities implications

8.1 An Equality Impact Assessment has been completed (Attached as Appendix 2). No direct equality impacts have been identified because the proposal updates the legal framework only and does not alter services or access arrangements.

9. Data Protection Implications

9.1 A Data Protection Impact Assessment is not required as no new personal data processing or sharing is introduced. Existing information governance arrangements remain unchanged.

10. Governance

10.1 The Corporate Director, Adult Social and Health will inherit delegated authority to take relevant actions to finalise the necessary legal agreements and sign the Section 75 Partnership Agreement on behalf of KCC.

10.2 The revised Section 75 Partnership Agreement establishes a strengthened governance framework, including a single Partnership Board feeding directly into the Kent Health and Wellbeing Board. This will provide enhanced oversight of pooled funds, commissioning decisions, performance, risk management and service outcomes.

10.3 The revised Section 75 Partnership Agreement also formalises reporting, escalation and accountability arrangements across KCC and the Kent and Medway ICB and supports continuous review of Better Care Fund investment, service impact and value for money

11. Conclusions

11.1 Following legal review and publication of updated national guidance and templates, the existing Section 75 Agreement (2015) requires updating to ensure it remain robust and fit for future integrated working.

11.2 The revised Section 75 Partnership Agreement has been developed using the updated national Section 75 template published in 2025. Extensive consultation has taken place.

11.3 Approval of the revised Section 75 Partnership Agreement will create an updated and legally robust framework supporting integrated commissioning and delivery across Kent and Medway. It will strengthen governance and accountability arrangements while enabling partners to continue developing neighbourhood health models, improve discharge pathways, support prevention and independence, and maximise the value achieved from jointly invested public funding.

Recommendation(s): The Adult Social Care and Public Health Cabinet Committee is asked to **CONSIDER** and **ENDORSE** or make **RECOMMENDATIONS** to the Cabinet Member for Adult Social Care on the proposed decision as detailed in the attached Proposed Record of Decision document (Appendix A).

12. Background Documents

Adult Social Care Cabinet Committee 2015 (original Section 75)
https://democracy.kent.gov.uk:9071/ieDecisionDetails.aspx?ID=747

13. Appendices

Appendix A – Proposed Record of Decision
Appendix 1 – Section 75 Agreement between Kent County Council Adult Social Care and Kent and Medway Integrated Care Board
Appendix 2 – Equality Impact Assessment

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KENT COUNTY COUNCIL – PROPOSED RECORD OF DECISION

DECISION TO BE TAKEN BY:	DECISION NUMBER:
Georgia Foster, Cabinet Member for Adult Social Care	2600059

Executive Decision – key

26/00059– Section 75 Partnership Agreement

Decision: As Cabinet Member for Adult Social Care, I propose to:
a) **ENTER** into a revised Section 75 Partnership Agreement with the Kent and Medway Integrated Care Board; and
b) **DELEGATE** authority to the Corporate Director, Adult Social Care and Health to take relevant actions to finalise the necessary legal agreements and sign the Section 75 Partnership Agreement on behalf of Kent County Council.

Reasons for decision:
The Better Care Fund (BCF) is a national programme in England that brings together Integrated Care Board (ICB) and Local Authority funding into a pooled budget to support integration between Health and Social Care.

The BCF was introduced in 2015 and includes an allocation of funding for the Local Authority and an allocation of funding for the ICB. This funding is set by central government each year and must sit within a pooled budget.

The BCF pooled budget is governed by a Section 75 Partnership Agreement between Kent County Council and the Kent and Medway ICB.

Following legal review and publication of updated national guidance and templates, the existing 2015 agreement requires updating to ensure it remains robust and fit for future integrated working.

This proposed decision seeks to enter into a revised Section 75 Partnership Agreement, which will provide greater assurance that public funds are managed effectively, roles and responsibilities are clearly defined, risks are appropriately managed and future collaborative arrangements can continue to develop within a robust legal framework.

How the proposed decision supports the Council's Strategic Statement:
The proposal directly supports the ambitions within Reforming Kent 2025-2028, the Kent Health and Wellbeing Strategy, the Kent and Medway Integrated Care System Strategy and Kent Adult Social Care's "Making a Difference Every Day" strategy:

- improved independence and wellbeing through preventative services

- stronger integrated neighbourhood working
- reduced health inequalities
- more effective use of public resources
- improved hospital discharge and recovery pathways
- better outcomes for unpaid carers
- increased use of technology-enabled care and community-based support.

Financial implications:
The proposal to enter into a revised Section 75 Partnership Agreement does not increase Better Care Fund values or create additional financial commitments. It strengthens governance, accountability and risk-sharing arrangements relating to existing and future pooled funds.

The revised Section 75 Partnership Agreement supports existing arrangements through which Better Care Fund investment is monitored against agreed outcomes, performance measures and value-for-money criteria. Examples include oversight of jointly commissioned discharge services, reablement services, community equipment services and joint brokerage arrangements, all of which contribute to reducing avoidable hospital stays and improving utilisation of health and care resources.

Legal implications:
The Section 75 Partnership Agreement is made under Section 75 of the National Health Service Act 2006. Updating the Section 75 Partnership Agreement ensures compliance with current legislation, guidance and best practice.

Any impacts arising from Local Government Reorganisation will be addressed through established transition and governance arrangements.

Equality Implications
An Equality Impact Assessment has been completed. No direct equality impacts have been identified because the proposal updates the legal framework only and does not alter services or access arrangements.

Data Protection Implications
A Data Protection Impact Assessment is not required as no new personal data processing or sharing is introduced. Existing information governance arrangements remain unchanged.

Cabinet Committee recommendations and other consultation: The proposed decision will be considered by the Adult Social Care and Public Health Cabinet Committee on 24 September 2026 and the outcome included in the paperwork which the Cabinet Member will be asked to sign.

This version of the PROD is included in the agenda pack for committee members to review ahead of the meeting.

Any alternatives considered and rejected:

Retain the existing agreement (rejected) due to governance and legal risks associated with an outdated framework.

Any interest declared when the decision was taken and any dispensation granted by the Proper Officer:

.....	.....
Signed	Date

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Dated 2026]

KENT COUNTY COUNCIL

and

NHS KENT AND MEDWAY INTEGRATED CARE BOARD

FRAMEWORK PARTNERSHIP AGREEMENT PURSUANT TO SECTION 75 NHS ACT 2006 RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES

Contents

THIS AGREEMENT is made on day of 202[ ]

PARTIES[1]

(1) **KENT COUNTY COUNCIL** of **County Hall, Maidstone, Kent ME14 1XQ** (the **"Council"**); and

(2) **NHS KENT AND MEDWAY INTEGRATED CARE BOARD** of 2nd Floor, Gail House, Lower Stone Street, Maidstone ME15 6NB (the "**ICB"**),

each a "**Partner**" and together the "**Partners**".

BACKGROUND

(A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the county of Kent.

(B) The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the county of Kent and Medway

(C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions. It is a requirement of the Better Care Fund that the ICB and the Council establish a pooled fund for this purpose. The Partners wish to extend the use of pooled funds to include funding streams outside of the Better Care Fund.[2]

(D) Section 75 of the 2006 Act gives powers to local authorities and integrated care boards to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.

(E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services which are the subject of this Agreement through lead or joint commissioning arrangements and through which the Partners will pool funds and/or align budgets as set out in this Agreement.

(F) The aims and benefits of the Partners in entering into this Agreement are to:

a) improve the quality and efficiency of the Services;

b) meet the National Conditions; and Local Objectives in respect of Services related to the Better Care Fund;

c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services;

d) Set up integrated teams acting on behalf of the Council and the ICB with clear responsibilities and guidelines for each organisation; and

(e) support arrangements for future pooled budgets in adults health and social care

(G) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 65Z5 of the 2006 Act as applicable, to the extent that exercise of these powers is required for the Partners to comply with their obligations under this Agreement.

(H) This Agreement establishes the overarching framework for partnership working between the Partners. The detailed arrangements for each Individual Scheme, including the applicable commissioning model, governance arrangements, functions, financial contributions, risk-sharing arrangements, performance requirements and exit arrangements, shall be set out in the relevant Scheme Specification in Schedule 1. Existing Scheme Specifications are contained in Schedule 1 Part 2 and future Scheme Specifications may be added in accordance with Clause 30 (Variation).

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1 See previous note about parties

2 Consider whether this will be the case or whether the services that will initially be commissioned using Better Care Fund monies will not have supplemental funding from 'non Better Care Fund' resources.

1 DEFINED TERMS AND INTERPRETATION[3]

1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

2018 Act means the Data Protection Act 2018

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 24, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

Agreed Sharing Mechanisms means the technical measures described in paragraph 5 of Appendix 1 (Data Sharing Protocol) of Schedule 8, being the means by which the Partners shall transmit Personal Data between each other.[4]

Annual Report means the annual report produced by the Partners in accordance with Clause 20 (Review).

Approved Expenditure means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Scheme over and above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

BCF Guidance means any guidance issued by NHS England in relation to the Better Care Fund.

BCF Pay for Performance Fund means the element of the Pooled Fund to be released by the ICB for achievement of the BCF Performance Target as specified in the BCF Plan.

BCF Performance Target means the performance targets set out in the BCF Plan.

BCF Project means a project identified in the BCF Scheme Specification, and BCF Projects shall be interpreted accordingly

BCF Quarterly Report means the quarterly report produced by the Partners and provided to the Health and Wellbeing Board.

Better Care Fund means the Better Care Fund as described at **NHS England » Better Care Fund** as relevant to the Partners.

Better Care Fund Plan means the plan agreed by the Partners for the relevant Financial Year setting out the Partners' plan for the use of the Better Care Fund as attached as Schedule 6.

Better Care Fund Requirements means any and all requirements on the ICB and the Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health and Social Care and NHS England.

Better Care Fund Plan or BCF Plan means the plan referred to in Schedule 6 setting out the Partners plan for the use of the Better Care Fund.

Bi-Monthly means occurring once every two (2) Months.

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3 Definitions should be finalised once main body of Agreement is finalised. Defined terms used in the schedules should also be listed and defined in this Definitions section.

4 Retain this if Schedule 8 is used.

Capital Expenditure means any non-recurring expenditure on goods, services, equipment, property or other assets which provides an ongoing benefit beyond the Financial Year in which it is incurred and which would ordinarily be funded from a Partner's capital budget

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the Commencement Date.

Commencement Date means 00:01 hrs on [INSERT DATE].[5]

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

(a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;

(b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or

(c) which is a trade secret.

Contract Price means any sum payable under a Service Contract as consideration for the provision of goods, equipment or services as required as part of the Services

Controller has the meaning given to it in the Data Protection Legislation.

Data Protection Contact means the person appointed by each Partner and identified in paragraph 9 of Appendix 1 (Data Sharing Protocol) of Schedule 8.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance and codes of practice issues by any Regulatory or Supervisory Body from time to time.

Data Sharing Protocol means the data sharing protocol set out in Appendix 1 of Schedule 8 (Data Sharing Protocol).

Data Subject has the meaning given to it in the Data Protection Legislation.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Service Contract to be payable by any Partner(s) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a Service Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Service Contract, liable to the Provider.[6]

Expiry Date means 23:59 on [INSERT DATE] or such other date that the Partners have mutually agreed in writing to extend this Agreement until, in accordance with the terms of this Agreement;

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund or Non-Pooled Fund in any Financial Year.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

(a) war, civil war (whether declared or undeclared), riot or armed conflict;

(b) acts of terrorism;

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5 Partners to confirm.

6 Default Liabilities are costs incurred by a Lead Partner as a result of that Partner breaching a Service Contract. The Partners should consider and agree the scope of what would be considered “Default Liabilities”. Should this be expanded to cover other liabilities such as Judicial Review liabilities of either Partner, for example? Will the Lead Partner be able to use Pooled Fund monies to cover these costs? Further consideration will always be needed on this.

(c) acts of God;

(d) fire or flood;

(e) industrial action;

(f) prevention from or hindrance in obtaining raw materials, energy or other supplies; or

(g) any form of contamination or virus outbreak,

in each case such event is beyond the reasonable control of the Partner claiming relief.

Functions means the NHS Functions and the Health-Related Functions.

Health-Related Functions means those of the health-related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.[7]

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund and for any Non-Pooled Fund the Partner that will host the Non-Pooled Fund.

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

ICB Statutory Duties means the duties of the ICB pursuant to Sections 14Z32 to 14Z44 of the 2006 Act.

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75 of the 2006 Act as documented in a Scheme Specification.

Information Commissioner has the meaning given to it in the Data Protection Legislation.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an Individual Scheme on behalf of each other in exercise of both the NHS Functions and Health-Related Functions through integrated structures.

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75 of the 2006 Act.

Law means:

(a) any statute or proclamation or any delegated or subordinate legislation;

(b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;

(c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and

(d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Health-Related Functions and "Lead Commissioning" shall be interpreted accordingly.

Lead Commissioner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

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[7] Here and in the definition of NHS functions the widest definition is used. This should be cut down in the relevant scheme specification to identify the function(s) being undertaken in the commissioning of the particular service.

Local Objectives: means the local priorities, outcomes and objectives agreed by the Partners from time to time in relation to the commissioning and delivery of the Services, including (without limitation):

(a) improving outcomes for adults through the integration of health and social care services;

(b) supporting people to live independently and safely within their communities;

(c) promoting effective joint working between the Partners and integrated teams;

(d) reducing health inequalities and improving access to Services; and

(e) supporting the development and implementation of pooled budget arrangements and integrated commissioning across adult health and social care.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the National Guidance as are amended or replaced from time to time.

National Guidance means any and all guidance in relation to the Better Care Fund as issued from to time to time by NHS England, the Ministry of Housing, Communities and Local Government, the Department of Health and Social Care, and the Local Government Association either collectively or separately.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the ICB as are relevant to the commissioning of the Services and which may be further described in each Scheme Specification.

NHS Standard Contract means the contract published by NHS England which must be used by the ICB when commissioning clinical services.

Non-Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification.

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.4.

Overspend means any expenditure from a Scheme or a Pooled Fund or Non-Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year

Partner means each of the ICB and the Council, and references to "**Partners**" shall be construed accordingly.

Partnership Board[8] means the partnership board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 2 or such other governance arrangements as the Partners agree.

Partnership Board Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the Partnership Board on a Quarterly basis.

Performance Payments means any payments, incentive payments, gainshare payments, outcome-based payments or other sums payable in connection with an Individual Scheme or Service Contract where such payments are contingent upon the achievement of specified performance measures, outcomes, targets, milestones or other criteria agreed by the Partners and set out in the relevant Scheme Specification or Service Contract.

Permitted Budget means in relation to a Service where the Council is the Provider, the budget that the Partners have set in relation to the particular Service.

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8 We have called the lead governance group the Partnership Board throughout the Agreement. Where this is called something different then we recommend using the find and replace option to make the changes throughout the document.

Permitted Expenditure has the meaning given in Clause 7.4.

Personal Data has the meaning given to it in the Data Protection Legislation as defined by the 2018 Act..

Personal Data Breach has the meaning given to it in the Data Protection Legislation.

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations.

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund as is as nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

Processing has the meaning given to it in the Data Protection Legislation, and the terms “Process” and “Processed” shall be construed accordingly.

Processor has the meaning given to it in the Data Protection Legislation.

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement including the Council where the Council is a provider of any Services.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended from time to time).

Regulatory or Supervisory Body means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Partner must comply or to which it must have regard, and includes the Information Commissioner.

Scheme means Individual Scheme

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Service Contract means an agreement entered into by one or more of the Partners in exercise of its obligations under this Agreement to secure the provision of the Services in accordance with the relevant Individual Scheme.

Service Provider means a provider of Services under a Service Contract with one or both of the Partners.

Service Users means those individuals for whom the Partners have a responsibility to commission the Services.

Shared Personal Data means any Personal Data (including Special Category Personal Data) of any Service User(s) or Staff that fall(s) within any of the categories of Personal Data specified in paragraph 3 (Categories of Personal Data) of Appendix 1 (Data Sharing Protocol) of Schedule 8 and means in particular such data as any Disclosing Partner makes available under this Agreement and that a Receiving Partner receives under this Agreement. **Sole Commissioning** means an arrangement whereby one Partner commissions specified

Services in relation to an Individual Scheme on behalf of both Partners, exercises the relevant delegated Functions to the extent permitted by Law, and is the sole contracting authority in respect of those Services, as further described in Clause 6.6

Sole Commissioning Arrangements means the arrangements by which one Partner (the Sole Commissioner) commissions Services in relation to an Individual Scheme on behalf of both Partners, including responsibility for procurement, contract award, contract management and performance oversight of the relevant Services, and "Sole Commissioning" shall be interpreted accordingly

Sole Commissioner means the Partner appointed under a Scheme Specifications to undertake Sole Commissioning Arrangements and who is the sole named commissioning Party to relevant Service Contract and as further described in clause 6.6 .

Special Category Personal Data means Personal Data that falls within the scope of special categories of Personal Data specified in Article 9 of the UK GDPR.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Partnership Board.[9]

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Underspend means any expenditure from the Pooled Fund in a Financial Year which is less than the aggregate value of the Financial Contributions for that Financial Year.

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

1.1 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

1.2 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

1.3 Any reference to the Partners shall include their respective statutory successors, employees and agents.

1.4 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.

1.5 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

1.6 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.

1.7 In this Agreement, words importing the singular only shall include the plural and vice versa.

1.8 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.

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[9] For discussion between the Partners. These are costs incurred by a Lead Partner such as legal fees and any other professional fees that have to be paid to a third party. The Partners should consider whether any third party costs can be paid for using Pooled Funds. The current drafting provides that these can be charged to a Pooled Fund where it is agreed specifically in a Scheme Specification or with prior agreement of both Partners.

1.9 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.

1.10 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

1.11 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM[10]

2.1 Subject to clause 2.2 this Agreement shall commence on the Commencement Date and shall continue until 23:59 on [INSERT DATE] unless terminated earlier in accordance with the terms of this Agreement.

2.2 The Partners may, by mutual agreement in writing, extend the term of this Agreement for one or more periods up to twelve (12) months each, on such terms as the Partners may agree.

2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners in accordance with Clause [22.3].[11]

3 GENERAL PRINCIPLES[12]

3.1 Nothing in this Agreement shall affect:

3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or

3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.

3.2 The Partners agree to:

3.2.1 treat each other with respect and an equality of esteem;

3.2.2 be open with information about the performance and financial status of each; and

3.2.3 provide early information and notice about relevant problems.

3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme Specification.

4 PARTNERSHIP FLEXIBILITIES[13]

4.1 This Agreement sets out the mechanism through which the Partners will work together to commission the Services. This may include one or more of the following commissioning mechanisms:

4.1.1 Lead Commissioning Arrangements;

4.1.2 Integrated Commissioning;

4.1.3 Sole Commissioning;

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10 Consider the term and arrangements for dealing with termination.

11 This is on the basis that the Agreement is a framework arrangement so the duration of each Service will be set out in the relevant Scheme Specification.

12 Consider any overarching principles for insertion here. We have provided a list for consideration, however, this should be tailored to reflect the principles agreed between the Partners.

13 This Agreement has been drafted to cover a range of flexibilities to incorporate the framework approach. This wording should be retained in all Agreements.

4.1.4 Joint (Aligned) Commissioning; and/or

4.1.5 the establishment of one or more Pooled Funds,

in relation to Individual Schemes (the "**Flexibilities**").

4.2 Where there are Lead or Sole Commissioning Arrangements and the ICB is Lead Partner the Council delegates to the ICB and the ICB agrees to exercise, on the Council's behalf, the Health-Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

4.3 Where there are Lead or Sole Commissioning Arrangements and the Council is Lead Partner, the ICB delegates to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health-Related Functions.

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.[14]

4.5 At the Commencement Date the Partners agree that the following shall be in place:

4.5.1 [The following Individual Schemes with Lead Commissioning with the Council as Lead Partner:

(a)

4.5.2 The following Individual Schemes with Lead Commissioning with the ICB as Lead Partner:

(a)

4.5.3 The following Individual Schemes with Aligned Commissioning with the Council as Lead Partner:

(a)

4.5.4 The following Individual Schemes with Aligned Commissioning with the ICB as Lead Partner:

(a)

4.5.5 The following Individual Schemes with Integrated Commissioning:

(a)].[15]

5 FUNCTIONS[16]

5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.

5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.

5.3 The Scheme Specifications for the Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 1 Part 2.[17]

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14 The Partners should always check that the proposed functions can be delegated before incorporating – see Guidance Notes.

15 In a number of agreements it has been difficult to establish exactly what arrangements are in place. As such we have inserted a clause which enables the Partners to set out what schemes are in place and which flexibilities are being used. Please see the Guidance Notes for further information on completion of this section.

16 This provision highlights how the framework can incorporate other schemes and funding arrangements.

17 This will be taken from the Better Care Fund Plan; other schemes may be included later. Consideration should be given as to whether any existing schemes should be moved under this Agreement.

5.4 Where the Partners wish to add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and approved by the Partnership Board in accordance with the variation procedure set out in Clause 30 (Variations). Each new Scheme Specification shall be substantially in the form set out in Schedule 1 Part 1.[18]

5.5 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.

5.6 The introduction of any Individual Scheme will be subject to mutual approval between the parties, and approval by the Partnership Board.

5.7 All Individual Schemes besides Schemes within the Better Care Fund, once approved for introduction into this Agreement, must be added to this Agreement as part of the Variation procedure and tabled for noting at the next scheduled meeting of the Partnership Board.

6 COMMISSIONING ARRANGEMENTS

General

6.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification and their obligations in Schedule 4 (Joint Working Obligations).

6.2 The Partners shall comply with all relevant legal duties or, and guidance applicable to, both Partners in relation to the Services being commissioned.

6.3 Each Partner shall keep the other Partner and the Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

6.4 Where there are Sole Commissioning, Integrated Commissioning, or Lead Commissioning Arrangements in respect of an Individual Scheme then prior to any new Service Contract being entered into the Partners shall agree in writing:

6.4.1 how the liability under each Service Contract shall be apportioned in the event of termination of the relevant Individual Scheme; and

6.4.2 whether the Service Contract should give rights to third parties (and in particular if a Partner is not a party to the Service Contract to that Partner, the Partners shall consider whether or not the Partner that is not to be a party to the Service Contract should be afforded any rights to enforce any terms of the Service Contract under the Contracts (Rights of Third Parties) Act 1999 and if it is agreed that such rights should be afforded the Partner entering the Service Contract shall ensure as far as is reasonably possible that such rights that have been agreed are included in the Service Contract and shall establish how liability under the Service Contract shall be apportioned in the event of termination of the relevant Individual Scheme.

6.5 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Service Contracts.

Sole Commissioning

6.6 A “Sole Commissioner” arrangement is where one Partner (either the Council or the ICB) commissions specific Services on behalf of both Partners, with the other Partner not directly involved in the commissioning process for those Services. This arrangement is distinct from Lead Commissioning and Joint (Aligned) Commissioning, and is intended to provide flexibility where it is more efficient or appropriate for one Partner to act alone in commissioning certain Services.

6.6.1 Under a Sole Commissioner arrangement for this scheme:

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[18] A template Scheme Specification is set out in Schedule 1 Part 1 as a starting point for discussion. The procedure for approval of new Scheme Specifications should be selected / tailored as required and square brackets removed. See comments below at Clause 30 relating to the inclusion of a procedure for the proposal and approval of Individual Schemes.

6.6.2 The Sole Commissioner will be responsible for all aspects of commissioning, contracting, and managing the relevant Services, including compliance with all applicable laws, guidance, and the terms of this Agreement.

6.6.3 The other Partner delegates authority for the commissioning of the specified Services to the Sole Commissioner, to the extent permitted by law and as set out in the relevant Scheme Specification.

6.6.4 The Sole Commissioner shall keep the other Partner and the Partnership Board informed of the effectiveness and performance of the commissioned Services, providing regular reports as agreed.

6.6.5 Financial contributions, risk sharing, and any liabilities relating to Sole Commissioner Services shall be set out in the relevant Scheme Specification or as otherwise agreed by the Partners.

6.6.6 Any changes to Sole Commissioner arrangements must be agreed in writing by both Partners in accordance with the variation procedure set out in this Agreement.

Integrated Commissioning

6.7 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:

6.7.1 The Partners shall work in cooperation and shall endeavour to ensure that Services in fulfilment of the NHS Functions and Health-Related Functions are commissioned with all due skill, care and attention; and

6.7.2 Each Partners shall be responsible for compliance with and making payments of all sums due to a provider pursuant to the terms of each Service Contract.

6.7.3 Each Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

Appointment of a Lead Partner[19]

6.8 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall comply with its obligations under Schedule 4 Part 1 and:

6.8.1 exercise the NHS Functions in conjunction with the Health-Related Functions as identified in the relevant Scheme Specification;

6.8.2 endeavour to ensure that the NHS Functions and the Health-Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year;

6.8.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;

6.8.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;

6.8.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;

6.8.6 where Services are commissioned using the NHS Standard Contract, perform the obligations of the “Commissioner” and “Co-ordinating Commissioner” with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;

[19] The Partners should consider overarching obligations on Lead Commissioners, including whether any further duties will be assigned to the Lead Commissioner.

6.8.7 [20]undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;[21]

6.8.8 make payment of all sums due to a Provider pursuant to the terms of any Service Contract; and

6.8.9 keep the other Partner and Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

Reporting

6.9 Each Partner shall keep the other Partners and the Partnership Board regularly informed of the effectiveness of the arrangements and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund in accordance with Schedule 5. .

7 ESTABLISHMENT OF A POOLED FUND[22]

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners.

7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement including but not limited to:

7.2.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;

7.2.2 providing the financial administrative systems for the Pooled Fund;

7.2.3 appointing the Pooled Fund Manager; and

7.2.4 ensuring that the Pooled Fund Manager complies with their obligations under this Agreement.

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7.3 Subject to Clause **Error! Reference source not found.**, it is agreed that the monies held in a Pooled Fund may only be expended on the following:[23]

7.3.1 the Contract Price;

7.3.2 where the Council is to be the Provider, the Permitted Budget;

7.3.3 Performance Payments;

7.3.4 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board; and

7.3.5 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board,

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20 Note that Schedule 4 Part 1 sets out some suggested Lead Partner obligations to consider – any further obligations around contract management etc should be included in Schedule 4 Part 1.

21 How will the Partners deal with performance monitoring and accountability/assurance frameworks? Consider including detail in Schedule 5.

22 Pooled Funds can be used for Lead Commissioning or Integrated Commissioning arrangements. Furthermore, each Service can have different Lead Commissioners. The host arrangements for Pooled Funds ensure that there is streamlined management and accountability of the Pooled Funds with the Host Partner being the accounting body and having responsibility for appointing a Pooled Fund Manager.

23 This dictates what can be funded out of the Pooled Fund and, therefore, what would constitute an overspend if it exceeded the amount in the Pooled Fund. Money spent on other things would be in breach of this Agreement and therefore not recoverable by the Host Partner.

8 7.5.1 POOLED FUND MANAGEMENT

8.1 When introducing a Pooled Fund, the Partners shall agree which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.

8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:

8.2.1 the day-to-day operation and management of the Pooled Fund;

8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;

8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;

8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;

8.2.5 reporting to the Partnership Board as required by this Agreement and by the Partnership Board;

8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;

8.2.7 preparing and submitting to the Partnership Board Quarterly Reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to bemet including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance; and

8.2.8 preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.

8.3 In carrying out their responsibilities as provided under Clause 8.3, the Pooled Fund Manager shall:

8.3.1 have regard to National Guidance and the recommendations of the Partnership Board; and

8.3.2 be accountable to the Partners for delivery of those responsibilities.

8.4 The Partnership Board may agree to the wiring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

9 NON-POOLED FUNDS[24]

9.1 Any Financial Contributions agreed to be held within a Non-Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non-Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

9.2 When introducing a Non-Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

9.2.1 which Partner if any[25] shall host the Non-Pooled Fund; and

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24 These are funds that are notionally held in a joint fund (i.e. a virtual fund) but are not actually pooled into one account (they are held separately).
If there are Lead Commissioner/Integrated Commissioner arrangements, the funds need to be held but they will be separately accounted for. The Lead Commissioner will still be responsible for managing the fund effectively.

25 Transfers between Partners for Non-Pooled funds need to be made by S76/256 of the 2006 Act.

9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.

9.3 The Host Partner of the relevant Non-Pooled Fund will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.

9.4 Both Partners shall ensure that any Services commissioned using a Non-Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification.

9.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:

9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the ICB Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year; and

9.5.2 the Health-Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS[26]

10.1 The Financial Contributions of the ICB and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in the relevant Scheme Specification.[27]

10.2 The Financial Contribution of the ICB and the Council to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation shall be subject to annual review by the Partners .

10.3 Financial Contributions will be paid as set out in each Scheme Specification

10.4 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Partnership Board /action log/minutes and recorded in the budget statement as a separate item.

10.5 Overspends and Underspends [28]

10.5.1 Subject to any contrary provision in the relevant Scheme Specification, any Overspends or Underspends shall be apportioned between the Partners in the same proportions as their respective Financial Contributions to the relevant Pooled Fund or Non=Pooled Fund.

10.5.2 Where an actual or projected Overspend or Underspend is identified, the relevant Partner or Pooled Fund Manager (as applicable) shall notify the Partnership Board as soon as reasonably practicable and provide details of any proposed actions required to address or manage the Overspend or Underspend.

10.5.3 The management and reporting of Overspends and Underspends shall be undertaken in accordance with Schedule 3 and Schedule 5, unless otherwise specified in the relevant Scheme Specification.

10.6 Financial Contributions

10.6.1 Financial Contributions shall be paid into the relevant Pooled Fund or otherwise applied to the relevant Individual Scheme, in accordance with the payment arrangements and timings set out in the relevant Scheme Specification.

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26 The Partners should consider how to deal with financial contributions. The starting point is the NHS Better Care Fund contribution. Is either Partner able to commit a minimum amount per year? When and how will the Partners agree the contributions each year? What happens if the Partners disagree? Are there any particular factors that must be taken into consideration when establishing the level of commitment for subsequent years?

27 The Partners need to deal with the fact that some services will not have Pooled Funds. In respect of this, the Partners should decide how the invoicing/payment arrangements will work and whether this will vary from service to service.

28 The Partners will need to carefully consider how to deal with Overspends and whether this will be applicable across all Funds under the Agreement or different for each Individual Scheme.

10.6.2 The Partnership Board shall monitor any Financial Contributions, Overspends and Underspends throughout each Financial Year in accordance with the performance arrangements set out in Schedule 5.

10.6.3 Where additional Financial Contributions are required to address Overspends, each Partner shall make such additional contributions as are shall make such additional contributions as are required in accordance with Clause 10.5.1 and the relevant Scheme Specification, unless otherwise agreed in writing by the Partners

10.6.4 Any additional Financial Contributions made pursuant to Clause 10.6.3 shall be recorded in the relevant Scheme details and reported to the

Partnership Board.

11 NON-FINANCIAL CONTRIBUTIONS[29]

11.1 Unless set out in a Scheme Specification or otherwise agreed by the Partners, each Partner shall provide the non-financial contributions for any Service that they are Lead Partner or as required in order to comply with its obligations under this Agreement in respect of the commissioning of a particular Service.

11.2 Each Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of Service Contracts and the Pooled Fund(s)).

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS[30]

Risk share arrangements

12.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for risk share arrangements arising within the commissioning of services from the Pooled and Non Pooled Funds as set out in National Guidance.

Overspends in Pooled Fund[31]

12.2 Subject to Clause 12.3, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.

12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs provided that it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.4.[32]

12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and provided with a proposed action plan to mitigate the actual or projected overspend for

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29 These arrangements may need to be considered on a scheme by scheme basis.
Consider whether there are any practical arrangements that could be set out as overarching principles.

30 We have provided a suggested approach to overspends and underspends, however, the details will need to be considered by the Partners in the context of the specific risk sharing arrangements agreed between the Partners.

31 Although the contributions are being calculated by reference to the agreed contract value, there are a number of variables that could still contribute to an overspend.

32 This clause is drafted in this way because such expenditure is permitted and, therefore, although an Overspend occurs, it is not as a result of a breach by the Host Partner of its obligations. It is legitimate expenditure for which there are insufficient Financial Contributions. However the Partners may want to consider whether there should be an obligation on the Host Partner to ensure that demand is appropriately managed. For example, a provision could be included such that the Host Partner would be in breach if they failed to take the requisite steps to notify the other Partner/the Partnership Board of the potential overspend and arrange an action plan.

agreement by the partners in accordance with Schedule 5. The provisions of the relevant Scheme Specification[33] shall apply.

Overspends in Non-Pooled Funds[34]

12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner identifies an actual or projected Overspend in relation to a Partner's Financial Contribution to a Non-Pooled Fund, that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.

12.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board in the event that the Lead Partner identifies an actual or projected Overspend.

12.7 Where in Sole Commissioning Arrangements any Partner identifies an actual or projected Overspend in relation to a Partner's Financial Contribution to a Non-Pooled Fund, that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.

Underspend

12.8 In the event that expenditure from any Pooled Fund or Non-Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme, the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 3 shall apply. Such arrangements shall be subject to the Law and the standing orders and standing financial instructions (or equivalent) of the Partners.

Recovery of Funds

12.9 Where one Partner is responsible for recovering charges, contributions, deferred payments, debts, reimbursement or other sums relating to an Individual Scheme on behalf of both Partners, that Partner shall use reasonable endeavours to pursue recovery in accordance with its usual policies and procedures and shall account to the other Partner for any sums recovered which are attributable to that other Partner. The allocation of recovered sums shall be as set out in the relevant Scheme Specification or otherwise agreed between the Partners.

13 CAPITAL EXPENDITURE[35]

13.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If any Partner identifies a need for Capital Expenditure, this must be agreed by the Partnership Board.

13.2 The Partners agree that Capital Expenditure may be made from a Better Care Fund Pooled Fund where this is in accordance with National Guidance. If a need for Capital Expenditure to be funded from any Pooled Fund relating to a non-Better Care Fund Scheme or from any Non Pooled Fund is identified this must be in accordance with the Partners' respective statutory powers and agreed by the Partners in writing.

14 VAT

The Partners shall agree the treatment of each Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Revenue and Customs.[36]

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33 Consider whether the overspend provisions will be the same across all of the different Schemes. If they are different, the specific provisions for each Scheme should be set out in the relevant Scheme Specifications.

34 This is just a suggestion of how overspends in relation to Non-Pooled Funds may be dealt with. It may be that this needs to be set out in each individual Scheme Specification and there is not a generic approach.

35 Once the arrangements are confirmed, a reference to section 256 grants can be included if relevant.

36 Partners to consider their respective positions regarding VAT. The arrangements applicable to each Scheme should be documented in the relevant Scheme Specification.

Both the Council and the ICB will address VAT matters through their own payment systems/methods. As the Joint Commissioning Team is included in a Pooled Fund, recharges of staff salaries would be outside the scope of VAT for both parties.

15 AUDIT AND RIGHT OF ACCESS

15.1 The Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund in accordance with the Regulations and the Local Audit and Accountability Act 2014.

15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

15.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

16 LIABILITIES AND INSURANCE AND INDEMNITY[37]

16.1 Nothing in this Agreement shall affect:

16.1.1 the liability of the Council to the Service Users in respect of the Health-Related Functions; or

16.1.2 the liability of the ICB to the Service Users in respect of the NHS Functions.

16.2 Subject to Clause 16.3, and 16.4, if a Partner (the "Indemnified Partner") incurs a Loss arising out of or in connection with this Agreement (including a Loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner (the "Indemnifying Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Service Contract then the Indemnifying Partner shall be liable to the Indemnified Partner for that Loss and shall indemnify the First Partner accordingly.

16.3 Clause 16.2 shall only apply to the extent that the acts or omissions of the Indemnifying Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Indemnifying Partner acting in accordance with the instructions or requests of the Indemnified Partner or the Partnership Board.

16.4 If any third party makes a claim or intimates an intention to make a claim against either Partner which may reasonably be considered as likely to give rise to liability under this Clause 16, the Indemnified Partner will:

16.4.1 as soon as reasonably practicable give written notice of that matter to the Indemnifying Partner specifying in reasonable detail the nature of the relevant claim;

16.4.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnifying Partner (such consent not to be unreasonably conditioned, withheld or delayed); and

16.4.3 give the Indemnifying Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

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37 This is a sample clause which will need to be discussed. What about any liabilities to third parties that a Partner incurs as a result of a breach by the Provider but in respect of which the Lead Commissioner/relevant Partner is unable to recover from the Provider? Should such loss be shared amongst the Partners? Perhaps apportioned by reference to the value of their respective Financial Contributions? This could be dealt with by way of indemnity or by permitting the Lead Commissioner to take this out of the Pooled Fund, thereby triggering the Overspend provisions.

16.5 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement).[38]

16.6 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one Partner is entitled to bring a claim against the other Partner pursuant to this Agreement.

Conduct of Claims

16.7 In respect of the indemnities given in this Clause 16:

16.7.1 the Indemnified Partner shall give written notice to the Indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;

16.7.2 the Indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the Indemnified Partner, the Indemnifying Partner shall consult with the Indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the Indemnified Partner informed of all material matters; and

16.7.3 the Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

17 STANDARDS OF CONDUCT AND SERVICE

17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective standing orders and standing financial instructions).

17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

17.3 The ICB is subject to the ICB Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the ICB Statutory Duties and clinical governance obligations.

17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the Services.

18 CONFLICTS OF INTEREST[39]

18.1 The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 7.

19 GOVERNANCE[40]

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38 The Partners should consider their respective insurance position and take advice from insurance advisers as required. The Partners may wish to consider including obligations to maintain specific insurance such as appropriate levels of as employers' liability, liability to third parties and other relevant insurance arrangements to cover their liability under this Agreement.

39 The Partners could include a procedure in this Agreement (Schedule 7) for the resolution of conflicts of interest.

40 We have set out a proposed approach to governance with an officer working group structure. There are three separate functions here which need to be addressed: First, strategic overview of partnership working which is the responsibility of the Health and Wellbeing Board for BCF save to the extent that the HWB signs off the Better Care Fund Plan and variations

19.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Wellbeing Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

19.2 The Partners have established a Partnership Board to[41]:

19.3 The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.[42]

19.4 The terms of reference of the Partnership Board shall be as set out in Schedule 2 as may be amended or varied by written agreed from time to time. Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

19.5 The Partnership Board [43] shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 3. The Partnership Board will report to the Health and Wellbeing Board in accordance with its terms of reference.

19.6 The Health and Wellbeing Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

19.7 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Partnership Board and Health and Wellbeing Board.

19.12 The Partners acknowledge that each Partner remains subject to its own internal governance arrangements. The Partners shall exercise their rights and perform their obligations under this Agreement in a manner consistent with those arrangements, provided that nothing in this Clause shall operate to limit, exclude or override any obligation expressly contained in this Agreement

20 REVIEW [44]

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to it. Secondly, oversight and holding to account the management structures for delivery of the Schemes; we have suggested a partnership board to avoid ICB accountability running through the HWB (which is not possible legally). Finally there is the management of the individual Schemes. Depending on complexity this could be the Pooled Fund Manager or a commissioning officer but could equally be a management group.
It is possible for the ICB and the Council to form a joint committee (under Regulation 10) to take responsibility for the management of the arrangements including monitoring the arrangements and receiving reports and information on the operation of the arrangements. This would be a different arrangement to the working group structure suggested here (which relies upon authority for decision-making being delegated to individual officers in the relevant group (e.g. the Partnership Board)).
The Partners will need to agree the detail of how the governance structure will work and terms of reference will need to be developed for the relevant groups. The remit of each group and the circumstances in which matters/decisions may need to be referred or are reserved to ICB/Council governance structures (e.g. the Council Cabinet and ICB Board) should be clearly set out.
The Partners may also wish to consider how these governance arrangements will align / link in with the governance arrangements for their local Place-Based Partnership. For example, many Places are looking to align their BCF governance arrangements with their Place-based Partnership so that wider Place partners are around the table and able to participate in discussions around the BCF arrangements (but not make decisions). Conflicts of interest need to be carefully managed in these situations, however it would for example be possible to include the BCF Partnership Board as part of a wider meeting which includes the Place-based Partnership and (potentially) an ICB sub-committee. Specific legal advice should be sought in designing such Place governance arrangements to ensure that the appropriate governance and statutory frameworks are complied with and conflicts of interest are managed appropriately.

41 The Partners will need to determine the specific functions and objectives of the Partnership Board.

42 As noted above, this drafting will need to be amended if the Partners are setting up a joint committee as set out Regulation 10 of the Regulations.

43 Who signs off on the addition of new services/ Schemes?

44 We have provided a suggested approach for the Partners to consider. We suggest that the Partners consider the practical arrangements for the review and any overarching performance management of the operation of these arrangements.

20.1 The Partners shall produce a BCF Quarterly Report which shall be provided to the Health and Wellbeing Board in such form and setting out such information as required by National Guidance and any additional information required by the Health and Wellbeing Board or NHS England.

20.2 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, and any [Pooled Fund] [and Non-Pooled Fund] and the provision of the Services within 3 Months of the end of each Financial Year.

20.3 Subject to any variations to this process agreed by the Partnership Board, Annual Reviews shall be conducted in good faith[45]

20.4 The Partners shall within [20] Working Days of the annual review prepare an Annual Report including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and Partnership Board.

20.5 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.[46]

21 COMPLAINTS[47]

The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

22 TERMINATION & DEFAULT[48]

22.1 This Agreement shall automatically terminate on the Expiry Date unless terminated earlier by the mutual agreement of the Partners or extended in accordance with clause 2.2.

22.2 This Agreement may be terminated by any Partner giving not less than [12] Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.

22.3 Unless otherwise agreed in the relevant Scheme Specification, each Individual Scheme may be terminated by either Partner giving not less than [12] Months' notice in writing or such shorter notice period agreed between the Partners provided that:

22.3.1 such termination is possible in accordance with the National Guidance and Law; and

22.3.2 that the Partners ensure that the statutory Better Care Fund Requirements continue to be met, and

for the avoidance of doubt the operation of the Agreement shall continue in respect of the remaining Individual Schemes.[49]

22.4 If a Partner ("**Relevant Partner**") fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.[50]

22.5 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights, remedies, obligations or liabilities in respect of any antecedent breach and the provisions of Clauses 15 (Audit and Right of Access), 16 (Liabilities, Insurance and Indemnity), 23 (Dispute Resolution), 25 (Confidentiality), 26 (Freedom of Information and Environmental

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45 Is there anything that can be included to set out how Annual Reviews will be undertaken? Consider including minimum requirements for an annual review here.

46 What level will any discussions be here?

47 Consider whether the Partners will develop a joint complaints procedure. If not, we have suggested an approach for each Partner to use its own complaints procedure with cooperation from the other Party.

48 We have set out a suggested approach to termination and default here as a basis for discussion.

49 This Clause can be adopted where the Scheme Specifications do not set out termination provisions for the relevant Individual Scheme.

50 In this template there is no right to terminate this Agreement as a result of breach by either Partner.

Information Regulations), 27 (Ombudsmen), 28 (Information Sharing), 36 (Third Party Rights), 39 (Governing Law and Jurisdiction) and this Clause 22.5, together with any other provision which expressly or by implication is intended to survive termination

22.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:[51]

22.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to Service Users, the Services, the employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

22.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, the Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this. For the avoidance of doubt, termination of this Agreement shall not of itself release either Partner from any financial commitment, liability or obligation arising under a Service Contract entered into prior to termination. Each Partner shall remain liable for its agreed proportion of the Contract Price and any associated liabilities unless otherwise agreed in writing between the Partner;

22.6.3 the Lead Partner or Sole Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner or Sole Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Partner or Sole Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;

22.6.4 where a Service Contract held by a Lead Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Partner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original Service Contract;

22.6.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

22.6.6 termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 23.6 shall apply in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

23 DISPUTE RESOLUTION[52]

23.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

23.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.

23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective [chief executives] or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

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51 These provision sets out a suggested approach to what happens if the Agreement terminates particularly where there are contracts still in place. The Partners will need to address this in each Service Contract and also in the individual Scheme Specifications.

52 A sample dispute resolution procedure has been included. Consider for example whether a referral of the dispute will be made to the Partnership Board?

23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a **"Mediation Notice"**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE[53]

24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event, provided that the Affected Partner shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event and resume performance of its obligations as soon as reasonably practicable.

24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement. To the extent that any Services or obligations are not affected by the Force Majeure Event, the Partners shall continue to perform such Services and obligations in accordance with the terms of this Agreement.

24.4 If the Force Majeure Event continues for a period of more than [sixty (60) days], either Partner shall have the right to terminate the Agreement by giving [fourteen (14) days] written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause 24.

24.5 Any termination pursuant to this Clause 24 shall, where reasonably practicable, be limited to the affected Individual Scheme or affected obligations only, and the Agreement shall continue in full force and effect in respect of all unaffected Services, Individual Schemes and obligations.

25 CONFIDENTIALITY[54]

25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

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53 Consider whether the suggested procedure (including the definition of Force Majeure Event and timescales) is acceptable.

54 Confidential information and the sharing of information will need to be considered since the Partners will have different rules that apply.

25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement;

25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25; and

25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

27 OMBUDSMEN

The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

28 INFORMATION SHARING

28.1 The Partners will follow the Information Governance Protocol set out in Schedule 6, and in so doing will ensure that the operation this Agreement complies with Law, in particular Data Protection Legislation

28.2 The Partners agree to exercise their rights and obligations under this Agreement at all times in compliance with their respective obligations under the Data Protection Legislation.

28.3 Without prejudice to the obligation under Clause 28.1, the Partners will comply with the Data Sharing Protocol set out in Schedule 8, as agreed and amended between the Partners from time to time.

29 NOTICES

29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause

29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

29.1.1 personally delivered, at the time of delivery;

29.1.2 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; or

29.1.3 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

29.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

29.3.1 if to the Council, addressed to the [INSERT JOB TITLE];

Tel: [INSERT]
Email: [INSERT]

and

29.3.2 if to the ICB, addressed to the [INSERT JOB TITLE];

Tel: [INSERT]
Email: [INSERT]

30 VARIATION [55]

30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

30.2 Where the Partners agree that there will be:

30.2.1 a new Pooled Fund;

30.2.2 a new Individual Scheme; or

30.2.3 an amendment to a current Individual Scheme,

30.2.4 the Partnership Board shall agree the new or amended Individual Scheme and this must be signed by the Partners. A request to vary an Individual Scheme, which may include (without limitation) a change in the level of Financial Contributions or other matters set out in the relevant Scheme Specification may be made by any Partner but will require agreement from all of the Partners.

30.3 The notice period for any variation unless otherwise agreed by the Partners shall be 3 Months or in line with the notice period for variations within the associated Service Contract(s), whichever is the shortest.

[55] The Partners may find it helpful to set out a procedure for agreeing to add a new scheme to the framework arrangement and the alternative drafting in Clauses 30.1 to 30.3 sets out an example of a more detailed variation procedure.

30.4 The following approach shall, unless otherwise agreed, be followed by the Partnership Board:

30.4.1 on receipt of a request from one Partners to vary the Agreement including (without limitation) the introduction of a new Individual Scheme or amendments to an existing Individual Scheme, the Partnership Board will first undertake an impact assessment and identify those Service Contracts likely to be affected;

30.4.2 the Partnership Board will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partner holding the Service Contract/s is not put in breach of contract, its statutory obligations or financially disadvantaged;

30.4.3 wherever possible agreement will be reached to reduce the level of funding in the Service Contract(s) in line with any reduction in budget; and

30.4.4 should this not be possible and one Partner is left financially disadvantaged as a result of holding a Service Contract for which the budget has been reduced, then the financial risk will, unless otherwise agreed, be shared equally between the Partners[56].

30.5 The Partners hereby agree that a decision by the Partnership Board to amend or replace an Individual Scheme (where such decision is accompanied by an amended or replacement Scheme Specification) shall be binding on the Partners, and once such decision has been recorded and the minutes have been approved the relevant amendments to such an individual scheme shall be considered incorporated as part of this Agreement and, once such decision has been recorded in approved minutes, the relevant amendment to that Individual Scheme shall be deemed incorporated into and form part of this Agreement, without the need for any further variation of this Agreement.

31 CHANGE IN LAW

31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

32 WAIVER

No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

33 SEVERANCE

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

34 ASSIGNMENT AND SUBCONTRACTING

The Partners shall not sub-contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any transfer to a statutory successor of all or part of a Partner's statutory functions.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

35.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and

[56] Risk sharing arrangements will be for local agreement between the Partners.

employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

35.2.1 act as an agent of the other;

35.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

37 ENTIRE AGREEMENT

37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

37.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

38 COUNTERPARTS

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

39 GOVERNING LAW AND JURISDICTION

39.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

39.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.[57]

Signed by [**NAME AND JOB TITLE OF SIGNATORY**] for and on behalf of
[INSERT] COUNCIL

_____

Authorised Signatory

Signed by **[NAME AND JOB TITLE OF SIGNATORY]** for on behalf of **NHS [INSERT] INTEGRATED CARE BOARD**

_____

Authorised Signatory

[57] Partners to confirm execution blocks – each Partner should check their own governance arrangements as to the appropriate execution clause and signatories.

EQIA Submission Draft Working Template

If required, this template is for use prior to completing your EQIA Submission in the EQIA App.
You can use it to understand what information is needed beforehand to complete an EQIA submission online, and also as a way to collaborate with others who may be involved with the EQIA.
Note: You can upload this into the App when complete if it contains more detailed information than the App asks for and you wish to retain this detail.

Section A

1. Name of Activity (EQIA Title):

BCF Section 75 Agreement Review

2. Directorate

Adult Social Care and Health

3. Responsible Service/Division

Commissioning and Partnerships

Accountability and Responsibility

4. Officer completing EQIA
Note: This should be the name of the officer who will be submitting the EQIA onto the App.

Andrew Anderson

5. Head of Service
Note: This should be the Head of Service who will be approving your submitted EQIA.

Paula Parker

6. Director of Service
Note: This should be the name of your responsible director.

Helen Gillivan

The type of Activity you are undertaking

7. What type of activity are you undertaking?

Service Change – *operational changes in the way we deliver the service to people.* Answer Yes/No

No

Service Redesign – *restructure, new operating model or changes to ways of working.* Answer Yes/No

No

Project/Programme – *includes limited delivery of change activity, including partnership projects, external funding projects and capital projects.* Answer Yes/No

Yes

Commissioning/Procurement – *means commissioning activity which requires commercial judgement.* Answer Yes/No

No

Strategy /Policy – *includes review, refresh or creating a new document.* Answer Yes/No

Yes

Other – Please add details of any other activity type here.

8. Aims and Objectives and Equality Recommendations – Note: You will be asked to give a brief description of the aims and objectives of your activity in this section of the App, along with the Equality recommendations. You may use this section to also add any context you feel may be required.

Background

- Kent County Council and Kent and Medway Integrated Care Board (ICB) have had a pooled fund for the Better Care Fund (BCF) since its introduction in 2015 in line with national guidance. This was underpinned by a legal partnership agreement called a Section 75.
- The Section 75 agreement for BCF has not been reviewed since 2015. Legislation, national guidance and best practice have evolved since then, alongside increasing opportunities for integrated working. Legal advice has confirmed that the agreement should now be updated to reflect these changes and ensure it continues to provide an appropriate legal and governance framework.
- Central government updated a template Section 75 and guidance in June 2025 which has been used to make the necessary changes.
- The National Conditions of the Better Care Fund set by NHS England require a Section 75 agreement to be in place.

Aims and Objectives

- An updated Section 75 will strengthen governance, financial accountability, risk-sharing arrangements and decision-making between KCC and ICB, ensuring that pooled funding arrangements operate within a clear and robust legal framework.
- The revised agreement will also provide the framework to support future integrated commissioning and pooled funding arrangements where appropriate, enabling both organisations to respond to national policy developments, including reforms to BCF and the Government's ambition to deliver more integrated, neighbourhood-based health and care services.
- The proposed decision does not create any additional financial commitments or change the value of current fund.
- The revision relates solely to the legal framework underpinning partnership and pooled budget. It does not alter the scope of services currently delivered or the level of funding approved through the annual Better Care Fund planning process.

Section B – Evidence

Note: For questions 9, 10 & 11 at least one of these must be a 'Yes'. You can continuing working on the EQIA in the App, but you will not be able to submit it for approval without this information.

9. Do you have data related to the protected groups of the people impacted by this activity? *Answer: Yes/No*

Yes

10. Is it possible to get the data in a timely and cost effective way? *Answer: Yes/No*

Yes

11. Is there national evidence/data that you can use? *Answer:* *Yes/No*

Yes

12. Have you consulted with Stakeholders?
Answer: Yes/No
Stakeholders are those who have a stake or interest in your project which could be residents, service users, staff, members, statutory and other organisations, VCSE partners etc.

Yes

13. Who have you involved, consulted and engaged with?
Please give details in the box provided. This may be details of those you have already involved, consulted and engaged with or who you intend to do so with in the future. If the answer to question 12 is 'No', please explain why.

KCC Adult Social Care Operational Teams
KCC Finance representatives
KCC Commissioning representatives
KCC Procurement representatives
KCC Adult Social Care Senior Leadership Team
KCC Adult Social Care Directorate Management Team
KCC Legal and Birketts who have been commissioned to provide legal assurance

Integrated Care Board (ICB) Commissioners
Integrated Care Board (ICB) Finance representatives
Integrated Care Board (ICB) Executive Board
Integrated Care Board (ICB) Board
The ICB have sought their own legal advice

14. Has there been a previous equality analysis (EQIA) in the last 3 years? *Answer: Yes/No*

No

15. Do you have evidence/data that can help you understand the potential impact of your activity?
Answer: Yes/No

Yes

Uploading Evidence/Data/related information into the App
Note: At this point, you will be asked to upload the evidence/ data and related information that you feel should sit alongside the EQIA that can help understand the potential impact of your activity. Please ensure that you have this information to upload as the Equality analysis cannot be sent for approval without this.

[See ppt]

Section C – Impact

16. Who may be impacted by the activity? *Select all that apply.*

Service users/clients - *Answer: Yes/No*

No

Residents/Communities/Citizens - *Answer: Yes/No*

No

Staff/Volunteers - *Answer: Yes/No*

No

17. Are there any positive impacts for all or any of the protected groups as a result of the activity that you are doing? *Answer: Yes/No*

No

18. Please give details of Positive Impacts

There will be no changes to services, spend or activity relating to this update, but the revisions to the Section 75 agreement will improve assurance and provide legal protection to both organisations and the people they serve.
The revised agreement will provide a framework that facilitates wider health and social care integration in the future.
Any future decisions made would require their own EQIA

Negative Impacts and Mitigating Actions

The questions in this section help to think through positive and negative impacts for people affected by your activity. Please use the Evidence you have referred to in Section B and explain the data as part of your answer.

19.Negative Impacts and Mitigating actions for Age

a) Are there negative impacts for Age? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Age

c) Mitigating Actions for Age

d) Responsible Officer for Mitigating Actions - Age

20. Negative Impacts and Mitigating actions for Disability

a) Are there negative impacts for Disability? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Disability

c) Mitigating Actions for Disability

d) Responsible Officer for Mitigating Actions - Disability

21. Negative Impacts and Mitigating actions for Sex

a) Are there negative impacts for Sex? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Sex

c) Mitigating Actions for Sex

d) Responsible Officer for Mitigating Actions - Sex

22. Negative Impacts and Mitigating actions for Gender identity/transgender

a) Are there negative impacts for Gender identity/transgender? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Gender identity/transgender

c) Mitigating actions for Gender identity/transgender

d) Responsible Officer for Mitigating Actions - Gender identity/transgender

23. Negative Impacts and Mitigating actions for Race

a) Are there negative impacts for Race? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Race

c) Mitigating Actions for Race
d) Responsible Officer for Mitigating Actions – Race
24. Negative Impacts and Mitigating actions for Religion and belief
a) Are there negative impacts for Religion and Belief? *Answer: Yes/No (If yes, please also complete sections b, c,and d).*
No
b) Details of Negative Impacts for Religion and belief
c) Mitigating Actions for Religion and belief
d) Responsible Officer for Mitigating Actions - Religion and belief
25. Negative Impacts and Mitigating actions for Sexual Orientation
a) Are there negative impacts for sexual orientation. *Answer: Yes/No (If yes, please also complete sections b, c,and d).*
No
b) Details of Negative Impacts for Sexual Orientation
c) Mitigating Actions for Sexual Orientation
d) Responsible Officer for Mitigating Actions - Sexual Orientation

26. Negative Impacts and Mitigating actions for Pregnancy and Maternity

a) Are there negative impacts for Pregnancy and Maternity? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Pregnancy and Maternity

c) Mitigating Actions for Pregnancy and Maternity

d) Responsible Officer for Mitigating Actions - Pregnancy and Maternity

27. Negative Impacts and Mitigating actions for marriage and civil partnerships

a) Are there negative impacts for Marriage and Civil Partnerships? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Marriage and Civil Partnerships

c) Mitigating Actions for Marriage and Civil Partnerships

d) Responsible Officer for Mitigating Actions - Marriage and Civil Partnerships

28. Negative Impacts and Mitigating actions for Carer's responsibilities

a) Are there negative impacts for Carer's responsibilities? *Answer: Yes/No*
(If yes, please also complete sections b, c,and d).

No

b) Details of Negative Impacts for Carer's Responsibilities

c) Mitigating Actions for Carer's responsibilities
d) Responsible Officer for Mitigating Actions - Carer's Responsibilities

	Adult Social Care and Public Health Cabinet Committee Work Programme		
Category	**Meeting date**	**Item**	**Work Type**
Future	18 November 2026	Cabinet Members, Corporate Director and Director of Public Health Verbal Updates	Standing Item
Future	18 November 2026	Adult Social Care Performance Dashboard	Report
Future	18 November 2026	Targeted Relationships	Key Decision
Future	18 November 2026	Marmot Accelarator	Key Decision
Future	18 November 2026	Draft Revenue and Capital Budget and MTFP	Annual item
Future	18 November 2026	Annual Complaints Report (both ASC & PH)	Annual item
Future	18 November 2026	Work Programme	Standing Item
Future	20 January 2027	Cabinet Members, Corporate Director and Director of Public Health Verbal Updates	Standing Item
Future	20 January 2027	Draft Revenue and Capital Budget and MTFP	Bi-annual item
Future	20 January 2027	Public Health Performance Dashboard	Report
Future	20 January 2027	Update on Public Health Campaigns/ Communications	Report
Future	20 January 2027	Community Mental Health and Wellbeing	Key Decision
Future	20 January 2027	Pandemic Update	Report
Future	20 January 2027	Work Programme	Standing Item
Future	11 March 2027	Cabinet Members, Corporate Director and Director of Public Health Verbal Updates	Standing Item
Future	11 March 2027	Adult Social Care Performance Dashboard	Report

Date of printing: 14/09/26

Future	11 March 2027	Public Health Performance Dashboard	Report
Future	11 March 2027	Risk Management for ASC & PH	Report
Future	11 March 2027	Work Programme	Standing Item
Future	12 May 2027	Cabinet Members, Corporate Director and Director of Public Health Verbal Updates	Standing Item
Future	12 May 2027	Adult Social Care Performance Dashboard	Report
Future	12 May 2027	Work Programme	Standing Item
Future	07 July 2027	Cabinet Members, Corporate Director and Director of Public Health Verbal Updates	Standing Item
Future	07 July 2027	Public Health Performance Dashboard	Report
Future	07 July 2027	Update on Public Health Campaigns/ Communications	Report
Future	07 July 2027	Work Programme	Standing Item