

# CHESHIRE EAST COUNCIL

## Joint Extra Care Housing Management Board

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**Date of Meeting:** 28 September 2011  
**Report of:** Lynn Glendenning – Commissioning Manager  
**Subject/Title:** Bank Holiday Operations in Extra Care Housing

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### 1.0 Report Summary

- 1.1 This report describes Avantage and the Authorities' different interpretations of the PFI contract on Bank Holiday working and recommends a compromise to resolve the situation.

### 2.0 Recommendation

- 2.1 That Members approve the interim arrangements for Bank Holidays detailed in the report and authorise officers to make a contract amendment to ensure that these arrangements continue.

### 3.0 Reasons for Recommendations

- 3.1 Discussions on Bank Holidays between Avantage and the Authorities have been very protracted and have now reached an impasse. There are two options on the table, to accept and move forward with the interim arrangements or invoke formal dispute procedures. The latter could be expensive and there is no guarantee of success.

### 4.0 Wards Affected

- 4.1 Cheshire East  
Crewe St Barnabas, Handforth, Middlewich
- 4.2 Cheshire West & Chester Council  
Rossmore, Winsford Over & Verdin

### 5.0 Local Ward Members

- 5.1 Cheshire East  
Crewe St Barnabas – Councillor Roy Cartlidge  
Handforth – Councillors Barry Burkhill and Dennis Mahon  
Middlewich – Councillors Paul Edwards, Simon McGrory and Michael Parsons
- 5.2 Cheshire West & Chester Council  
Rossmore – Councillor Pat Merrick  
Winsford Over & Verdin – Councillors Don Beckett, Tom Blackmore and Lynda Jones

## **6.0 Policy Implications including – Carbon Reduction - Health**

6.1 None

## **7.0 Financial Implications**

7.1 If Avantage and the Authorities invoked dispute procedures over this matter the costs would be likely to be awarded to the losing party. Together with the costs of preparing for the dispute hearing, these costs could be around £100,000.

## **8.0 Legal Implications (Authorised by the Borough Solicitor)**

8.1 The PFI contract has another 27 years to run. Any changes made to the contract at this stage could be in place for the life of the contract and must be considered carefully.

8.2 Following protracted correspondence between the Council and Avantage, the parties legal and contract management representatives met on 22nd August to discuss whether a solution could be reached or if the parties would move into the contract's official dispute resolution procedure. The Council argued that Bank Holidays should be treated as a normal working day for the purpose of Front of House Services but no consensus was reached save that at the time that the contract was drafted the matter was not considered. There is no unambiguous interpretation of the contract on this issue. The formal dispute resolution process is both lengthy and expensive and the parties agreed to try and agree a compromise rather than commit to the uncertainty of the result of arbitration.

8.3 It is not possible to predict the outcome of the dispute procedures.

## **9.0 Risk Management**

9.1 None.

## **10.0 Background and Options**

10.1 During the last few months of 2009, it came to light that the Helpdesk and associated staff in the PFI Extra Care Housing Schemes had not been working on Bank Holidays and that Avantage felt there was no contractual obligations for them to do so.

10.2 A temporary arrangement was put in place whilst discussions about the contract were held so that no scheme was without a helpdesk for more than 2 consecutive days. This arrangement has been in place since Christmas 2009.

10.3 Avantage believe that there is no requirement in the contract for the Helpdesks to be staffed; the Authorities believe that the contract is clear that the staffing should be in place.

- 10.4 These discussions have now resulted in stalemate between Avantage and the Authorities and there are two options remaining open to us.
- 10.5 The preferred option is to accept the temporary arrangements detailed in the attached report and to change the contract to ensure that this level of service is maintained. Avantage made these arrangements voluntarily and believe that they exceed what is required of them by the Contract.
- 10.6 The other option is to invoke dispute procedures with the associated demands on staffing and budgets.

#### **11.0 Access to Information**

The background papers relating to this report can be inspected by contacting the report writer:

Name: Lynn Glendenning

Designation: Commissioning Manager – SP & Contracts

Tel No: 01625 383749

Email: [lynn.glendenning@cheshireeast.gov.uk](mailto:lynn.glendenning@cheshireeast.gov.uk)

# Extra Care Housing Bank Holiday Cover

## 1 Normal Helpdesk Hours

The normal opening hours for the helpdesk at each scheme are detailed in the table below.

	Weekdays	Saturday	Sunday
Beechmere	8am – 5pm	10am – 5pm	10am – 5pm
Oakmere	8am – 5pm	10am – 2pm	Closed
Willowmere	8am – 5pm	10am – 2pm	Closed
Hazelmere	8am – 5pm	10am – 5pm	10am – 5pm
Hollymere	8am – 5pm	10am – 2pm	Closed

## 2 Interim Arrangement

Bank Holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday and August Bank Holiday.

Helpdesk and associated staff will not work on Good Friday, Easter Monday, May Day, Spring Bank Holiday or August Bank Holiday. These Bank Holidays always fall on weekdays.

Christmas Day, Boxing Day and New Year's Day may fall on a weekend and if they do, an official Bank Holiday is declared on the next weekday. If this occurs, helpdesk and associated staff will not work on the actual day but will work on the official Bank Holiday.

E.g. in 2010  
Saturday 25<sup>th</sup> – not working  
Sunday 26<sup>th</sup> – not working  
Monday 27<sup>th</sup> – Christmas Day Holiday - working  
Tuesday 28<sup>th</sup> – Boxing Day Holiday – working

These arrangements mean that none of the Helpdesks will be closed for more than 2 consecutive days.

## 3 Other Considerations

Outside of helpdesk hours, the Care Provider is responsible for the security of the building including ensuring that doors are unlocked appropriately and visitors can enter and exit the building. There is a publicised telephone number for maintenance emergencies which can be used by a resident, family member or visitor, or the Care Provider.

The care provider is on site 24 hours a day, 365/366 days per year.