

Report Title:	Contract Award for Emergency Duty Service
Contains Confidential or Exempt Information?	No - Part I
Lead Member:	Councillor Carroll, Deputy Chairman of Cabinet, Adult Social Care, Children's Services, Health and Mental Health
Meeting and Date:	Cabinet - 30 July 2020
Responsible Officer(s):	Hilary Hall, Director of Adults, Health and Commissioning and Lynne Lidster, Head of Commissioning – People
Wards affected:	All

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REPORT SUMMARY

1. This report seeks approval to let a direct award contract for an Emergency Duty Service (EDS) with Bracknell Forest Council. The service provides out of hours emergency social care for adults and children and emergency homelessness support. The contract, if approved, will commence 11 August 2020 for seven years with the option to give 12 months' notice at any time and for any reason.
2. The projected cost of the proposed contract is £1,599,230 over seven years, £228,490 per year, which is within the current annual budget of £258,000.
3. Bracknell Forest Council is the current provider of the service; it meets the requirements of the Royal Borough and therefore, entering into a new contract will provide continuity. The service is commissioned by all the local authorities across Berkshire which enables economies of scale and more importantly, the same pathway for emergency out of hours support for all other statutory partners including the police and NHS providers.

1. DETAILS OF RECOMMENDATION(S)

RECOMMENDATION: That Cabinet notes the report and:

- i) **Approves a direct award contract for an Emergency Duty Service between The Royal Borough of Windsor and Maidenhead and Bracknell Forest Council from 11 August 2020 for seven years.**

2. REASON(S) FOR RECOMMENDATION(S) AND OPTIONS CONSIDERED

Options

Table 1: Options arising from this report

Option	Comments
To award a contract to Bracknell Forest Council for the provision of an Emergency Duty Service.	This option provides the most cost effective way forward, aligns with the other authorities in Berkshire

Option	Comments
This is the recommended option	and provides continuity of other statutory providers, notably the police and the NHS.
To tender on the open market for the provision of an Emergency Duty Service This is not recommended.	Soft market testing has been undertaken and the above option represents the best value for money.
To provide the Emergency Duty Service through Optalis and Achieving for Children This is not recommended.	Moving existing staff terms and conditions in Optalis and Achieving for Children to provide 24/7 services will take time to negotiate and would not be cost effective.

- 2.1 The joint emergency duty service has been provided to the six authorities in Berkshire by Bracknell Forest Council for several years. It delivers out of hours emergency social care for adult and children's services, and emergency homelessness support. The service operates every day of the year which includes 5pm – 9am on weekdays and a 24-hour service at the weekends and bank holidays.
- 2.2 Achieving for Children and Optalis provide rotas for on call senior managers that can be contacted if there is a significant issue that requires notification or authorisation.
- 2.3 In 2019, the five authorities excluding Bracknell Forest undertook a joint commissioning exercise to determine the best option for out of hours provision. They produced a specification, see appendix 1, that was then shared with Bracknell Forest. All five authorities also undertook market analysis, using the specification, looking at:
- Commissioning a new service with Bracknell Forest in line with the new specification.
 - Exploring partnership with other councils.
 - Exploring the implications of taking the services in house.
- 2.4 The conclusion of the analysis was that there was a lack of appetite from other councils to provide the service within the cost envelope available and taking the services in house would require extensive renegotiation of existing staff terms and conditions.
- 2.5 Recommissioning Bracknell Forest Council would enable economies of scale across Berkshire and more importantly, provide the same pathway for emergency out of hours support for other statutory providers, notably the police and the NHS who work with all the councils in Berkshire.
- 2.6 Under the new contract, a commissioners' board will be set up to ensure more consistent and regular overview and monitoring of the service; the representative for the council will be the Head of Commissioning – People.
- 2.7 Whilst the contract, if approved, will be for seven years, all authorities have the option to give 12 months' notice at any time and for any reason.

3. KEY IMPLICATIONS

3.1 The key implications are set out in table 2.

Table 2: Key Implications

Outcome	Unmet	Met	Exceeded	Significantly Exceeded	Date of delivery
Out of hours service in place through Bracknell Forest Council	N/A	11 August 2020	N/A	N/A	11 August 2020

4. FINANCIAL DETAILS / VALUE FOR MONEY

- 4.1 The proposed contract provides a fixed element to the price and a variable element based on previous years' usage. This payment mechanism provides better value for money for smaller councils that make less use of the service such as the Royal Borough. The proposed new contract has a smaller fixed element to the price than the current contract. For the Royal Borough, the fixed element is £67,850 and the projected variable element, based on previous years' usage of the service, is £160,640. The annual projected value of the contract is, therefore, £228,490 per year and is within the current budget of £258,000.
- 4.2 The contract can be terminated at any time and for any reason, subject to 12 months' notice. The Royal Borough has the option to reduce the need for the Emergency Duty Service, and therefore reduce the variable costs, by operating services in Optalis and Achieving for Children for longer hours and this will be explored.

5. LEGAL IMPLICATIONS

- 5.1 The council has the power to take the actions proposed in this report in order to ensure services for vulnerable children and adults are provided out of hours, and the contract with Bracknell Forest Council will be subject to full legal oversight and agreement.
- 5.2 A waiver of the council's contract standing orders will be completed in order to make a direct award of contract to Bracknell Forest Council. This is permitted within the council's constitution.

6. RISK MANAGEMENT

6.1 The key risks and mitigations are set out in table 3.

Table 3: Impact of risk and mitigation

Risks	Uncontrolled risk	Controls	Controlled risk
Failure of the service to appropriately safeguarding children and adults in the Royal Borough	MEDIUM	Commissioning board established to provide oversight and ongoing monitoring. Identified contract manager in the Royal Borough to monitor and address any local issues arising.	LOW

7. POTENTIAL IMPACTS

- 7.1 Equalities. An equality impact assessment screening has been undertaken and is published on the council website (https://www3.rbwm.gov.uk/download/downloads/id/4886/eqia_2020_emergency_duty_service_contract.pdf). The proposals set out in this report will have a positive and relevant impact on all groups with protected characteristics. The emergency out of hours care and support provided is for all residents in the borough. It will have a positive impact on individuals health by providing emergency social care services for adults and children and emergency support for people who are homeless. The contract requires the provider to have in place an equality and diversity policy regarding the delivery of services. During the lifetime of the contract, it is expected that the policy will be reviewed at least every two years which will be monitored by the commissioners’ board as described in 2.6. Bracknell Forest Council has in place an Equalities Scheme that addresses equality for people with protected characteristics.
- 7.2 Climate change/sustainability. There are no climate change/sustainability impacts as a result of the proposals in this report.
- 7.3 Data Protection/GDPR. Personal data will be processed by Bracknell Forest Council in carrying out the requirements of the contract and there is no change under the new contract in terms of the type of data and how it is processed. Authorised individuals in the service will have read only access to the council’s case management system and access to the system is subject to the council’s information security requirements. This will be reflected in the council’s privacy statement. An information sharing agreement is in place for the service.

8. CONSULTATION

8.1 Consultation has been undertaken with Bracknell Forest Council and the other authorities in Berkshire on the content of the specification and the proposals

submitted by Bracknell Forest Council. Relevant senior managers in adult social care, children’s services and housing services have been consulted and involved throughout the process.

9. TIMETABLE FOR IMPLEMENTATION

- 9.1 Implementation date if not called in: 11 August 2020. The full implementation stages are set out in table 4.

Table 4: Implementation timetable

Date	Details
June and July 2020	Negotiation and agreement of the draft contract
11 August 2020	Implementation of new contract

10. APPENDICES

- 10.1 This report is supported by one appendix:
- Emergency Duty Service specification.

11. BACKGROUND DOCUMENTS

- 11.1 This report is supported by one background document:
- Equality Impact Assessment
https://www3.rbwm.gov.uk/download/downloads/id/4886/eqia_2020_emergency_duty_service_contract.pdf.

12. CONSULTATION (MANDATORY)

Name of consultee	Post held	Date sent	Date returned
Cllr Carroll	Deputy Chairman of Cabinet, Adult Social Care, Children’s Services, Health and Mental Health	28/06/20	03/07/2020
Duncan Sharkey	Managing Director	28/06/20	29/06/20
Russell O’Keefe	Director of Place	28/06/20	03/07/20
Adele Taylor	Director of Resources/S151 Officer	28/06/20	01/07/20
Kevin McDaniel	Director of Children’s Services	28/06/20	30/06/20
Hilary Hall	Director Adults, Health and Commissioning	28/06/20	28/06/20
Andrew Vallance	Head of Finance	28/06/20	02/07/20
Elaine Browne	Head of Law	28/06/20	29/06/20
Mary Severin	Monitoring Officer	28/06/20	
Nikki Craig	Head of HR, Corporate Projects and IT	28/06/20	29/06/20
Louisa Dean	Communications	28/06/20	29/06/20
Karen Shepherd	Head of Governance	28/06/20	29/06/20

REPORT HISTORY

Decision type: Key decision and date first entered into the Cabinet Forward Plan: TBC	Urgency item? No	To Follow item? No
Report Author: Lynne Lidster, Head of Commissioning – People; 07554 459628.		

SCHEDULE 1

SPECIFICATION FOR EMERGENCY DUTY SERVICE

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SECTION A - Definitions and Interpretations

Please refer to Agreement for full comprehensive list of Definitions and Interpretations that apply to this Schedule

SECTION B – Introduction and Local Context

1. Introduction

- 1.1. This service specification is relevant to and sets the requirements for the delivery of/provision of an Emergency Duty Service to any Partner.
- 1.2. It is not the purpose of this specification to limit or restrict the service providers' innovation, ability to deliver a responsive service or exercise flexibility in how services are delivered. It is however the purpose of this specification to broadly identify the key characteristics by which these services will meet the needs of people who choose to use the service described in this specification.

SECTION C – Provision of Services

2. Description of Service

- 2.1. The Emergency Duty Service (EDS) is responsible for all social services emergencies and statutory duties, which arise outside normal office hours. The service is hosted, and managed, within the People's Directorate of Bracknell Forest Council, and is responsible for all client groups of the 6 Local Authorities of Berkshire.
- 2.2. EDS provides a service to individuals and families in social crisis which requires an immediate and/or urgent response. EDS' role is to carry out an initial screening of the presenting situation and establish a safe and viable solution pending follow up by the daytime services.
- 2.3. EDS operates when social service and other related services are closed. However, it is not a continuation of day services but will be responsible for matters that cannot safely wait until the next working day.
- 2.4. EDS requires specific skills and strategies of intervention, either to resolve the emergency as a self-contained task, or part of a longer-term situation. The planning and the work of EDS is carried out in the knowledge of its relationship with day services.
- 2.5. The Service provides an emergency social work service, outside of normal office hours on behalf of the 6 Local Authorities in Berkshire.
- 2.6. To undertake initial screening and offer services, for those individuals who find themselves in need of emergency accommodation under the Homelessness Reduction Act 2017.

3. Key Activities

3.1. In order to deliver the service there are key activities that the Host Authority is required to carry out. These will include but are not limited to the following:

- 3.1.1 To receive and prioritise referrals and carry out assessments of needs, and risk to service users. To offer a single point of access whereby all referrals/ calls will be screened and signposted. Advice and information will be offered as appropriate.
- 3.1.2 To undertake assessments within the appropriate legislative framework, for Children and families i.e. to undertake the range of duties and responsibilities as specified in the Children Act 1989 (amended 2004 and 2017), and the Children and Families Act 2014, Pan Berkshire Children Safeguarding Procedures and such other legislations that may be appropriate to work with children and Families.
- 3.1.3 To undertake, and fulfil, all statutory duties under the Mental Health Act 1983 (amended 2007), and the amendments in the Police and Crime Act 2017, ensuring all requirements of the associated legislation including case law are considered and applied.
- 3.1.4 Assess and provide services for eligible adults under the Care Act 2014, Mental Capacity Act 2005, Pan Berkshire Adult Safeguarding Procedures and such other legislations that may be appropriate to work with vulnerable adults.
- 3.1.5 To respond to Intermediate Care enquiries, deal with unsafe hospital discharges and commission services to avoid unnecessary hospital admission.
- 3.1.6 To investigate and act on cases of homelessness arising out of hours, as per local authority duties stipulated in the Homelessness Reduction Act 2017.
- 3.1.7 Provide an Appropriate Adult service for Young People and Vulnerable Adults held in Police Custody.
- 3.1.8 To work effectively in partnership with professionals from other agencies, participate in multi-agency risk assessment and analysis to include strategy meetings to inform case management, and safe plans for all children and vulnerable adults that present out of hours.
- 3.1.9 Where it is possible and safe, to deal with the presenting situation by making arrangements, that avoid the need for the clients to be removed from the community or their existing placements.
- 3.1.10 Where it is not possible and/or safe to do this, to arrange for alternative placements with family, hospital, residential home, foster care or children's home as appropriate.
- 3.1.11 Deal with placement breakdowns, whether they are in respect of children or vulnerable adults.
- 3.1.12 Telephone advice and support, which are enabling to the caller, and protective of children and vulnerable adults.

- 3.1.13 Fully document all interventions/assessments completed by the EDS team and share with the responsible Partner.
- 3.1.14 Take any additional action necessary to ensure the safety of clients
- 3.1.15 Provide a 72 hr return home interviews (in accordance with statutory Children's guidance)
- 3.2 In order to deliver the service there are key activities that the Host Authority will not be required to carry out. These will include but are not limited to the following:
 - 3.2.1 EDS does not work with individuals who do not have a social care need
 - 3.2.2 EDS cannot undertake ongoing duties on behalf of daytime services, for example scheduled or unscheduled, community visits to service users unless in exceptional circumstances as agreed by EDS and Local Authority Management.
 - 3.2.3 EDS cannot accept referrals where the day teams or allocated social worker, have been pro-active during the day. For example, a mental health assessment, or child protection investigation/assessment started during the afternoon should be completed by the AMHP/social worker who started it even if it means working after 5:00pm unless in exceptional circumstances as agreed by EDS and Local Authority Management.
- 3.3 The requirements of service delivery may change over the life of the contract and the Host Authority must be willing to work in partnership with the Partner and other relevant stakeholders to ensure that the way that the service is accessed/delivered meets the needs of those eligible to use it.

4. Referral and access to the service

- 4.1 All 'alerts' from professionals regarding potential issues should be initially completed on the EDS electronic Warning form, and then e-mailed to EDS on emergency.duty-team@bracknell-forest.gov.uk
- 4.2 Referrals received by the Partner during their operational hours continue to be their responsibility.
- 4.3 There may be occasions which may require work to be passed on to EDS. In these circumstances, authorisation between a Partner Manager and an EDS Manager is required. A direct line for head of service (on call) can be provided to EDS to avoid unnecessary delays if required by the Partner
- 4.4 All referrals handed over to EDS must include relevant and concise detailed information, outlining the risks, including a robust contingency plan.

5. Service location / times of delivery

- 5.1 EDS work 365 days a year and is operational to the general public from 17:00 to 09:00 Monday to Friday, and from 17:00 Friday to 09:00 Monday to cover weekends. Bank Holidays will be covered in the same way as weekends.

- 5.2 On Christmas Eve and New Year's Eve EDS will commence operational duties at 15:00.
- 5.3 EDS Management and Administration are available to Professionals only between 09.00 to 17.00, Monday to Friday on 01344 786512.
- 5.4 The EDS team currently operates out of Building B, The Commercial Centre, Old Bracknell Lane West, Bracknell, RG12 7LH, the Host Authority reserves the right to change the location and or venue at any point during the Agreement Term. The cost of which will be born equally across all Partners and in accordance with clause 11 of the Agreement.
- 5.5 Any and or all notices in respect of the clause 5.4 shall be given in writing not less than 3 months before any additional costs are incurred.
- 5.6 The service will ensure that all eligible users within the borough, irrespective of location or address, can access and make full use of the service.
- 5.7 The service will operate within the times as stated above, and/or negotiated contractual arrangements Partner officers have formally agreed with the Host Authority.
- 5.8 The Host Authority will advertise, publish and make widely available information that clearly informs people who may wish to use this service, when this service is available and how it can be accessed.

6. Charges for service users

- 6.1 No additional charges for service users are anticipated with this service provision. However, in the event that the Host Authority or Partner decides that charges may apply:-
- 6.1.1 Charging will be discretionary and the service will establish criteria for determining who will be charged and how much they will be charged. These criteria will be agreed with Bracknell Forest Council and shared with stakeholders and service users.
- 6.1.2 Partners will be advised of any charges relating to service users that fall outside of standard service provision and will be advised of the amount of any charge before any services are provided.

7. Staffing and Service Capacity

- 7.1 A copy of the current staffing structure can be found below:-

Head of Service	1.00 FTE
Team Manager	1.00 FTE
Business Services Manager	1.00 FTE
Administrator / AA Co-Ordinator	1.00 FTE

Administrator	0.43 FTE
Assistant Team Manager (Children's)	2.00 FTE
Assistant Team Manager (AMHP Lead)	1.00 FTE
Senior Child Care Practitioners	4.98 FTE
AMHP's	4.00 FTE
Adult Safeguarding & Hospital Discharge / Avoidance Officers	2.00 FTE
Screening Officers	3.50 FTE

Please note: There is a bank of staff on relief contracts to cover absences (sickness and annual leave) in addition to a bank of Appropriate Adult Volunteers

- 7.2 The Host Authority will always deploy a sufficient number of staff to enable this service to operate at capacity and ensure that appropriate management support is available to staff and volunteers and therefore reserves the right to amend with prior notice in accordance with Clauses 11 and 14 of this Agreement.
- 7.3 The Host Authority must ensure that staff employed to deliver the service are appropriately trained, skilled and experienced in order to meet the statutory duties of the service and are committed to delivering a high quality, person-centred service. This will include attending training sessions delivered by Partner Organisations in the specific use of their processes and systems.
- 7.4 It is expected that staff and volunteers should have or develop:
- Experience with working in an Emergency response environment
 - Experience of proactive and innovative ways of providing outcome-focused support in line with statutory obligations
 - An understanding of the impact of emergency issues and needs
 - The ability to work in a sensitive manner
 - The ability to work creatively and flexibly to meet the needs of Partners and service users alike
 - The ability to manage the complex dynamics within service settings in order to foster good interactions between service users and avoid the escalation of difficult situations
 - A full understanding of safeguarding issues and procedures
 - An understanding of the Partners service requirements and procedures as well as those of local social care and health services
- 7.5 The deployment of staff specifically AMHP'S from any other partners to ensure that sufficient provisions are contained in their respective contractual employment agreements to allow for this to happen.

8. Engagement and communication

- 8.1 Regular communication should be facilitated to ensure people who are eligible for the service are aware of what the service can offer and how they can access it.
- 8.2 The service will facilitate regular Partner consultation and involvement with regard to the service, including the following areas:

- Policy and changes
- Monitoring of service delivery
- Service improvement and changes
- Major changes to the support service
- Service steer and delivery
- Commercial or financial impacts
- Inspections and peer reviews

There are shared and agreed protocols e.g. AMHP cross border protocol and notification of death protocol to ensure joint working with both LA and partner agencies.

EDS will be part of inter-agency reviews and meetings for strategic issues, information sharing and performance monitoring. These include representatives from the 6 Local Authorities, various Health departments within Pan Berkshire as well as TVP and voluntary sector departments

- 8.3 A formal Management Board will be established and required to meet on a six-monthly basis. This Management Board will comprise of nominated decision makers within each Partner organisation with the delegated authority to make key service decisions. This will include a full financial appraisal of the service provision in order to support the effective management of future demand.
- 8.4 Formalised quarterly review meetings will also be diarised with the Head of Service and Finance representative (or nominated delegate) by the Host Authority throughout the contract term. The Host Authority will be responsible for providing documented minutes of the meeting.
- 8.5 The Host Authority will encourage attendance and endeavour to find a suitable date and time for these meetings to be held, but will not be held accountable for the repeat unavailability of representatives from Partner organisations.
- 8.6 Monthly Information reports will be provided to each Partner which will provide each Partner with key service performance indicators. Details of which are contained within section 4 of this Specification.
- 8.7 The service will actively seek feedback from Partners and stakeholders throughout the Agreement term.
- 8.8 The above will be sought, encouraged and facilitated by the service using a number of methods that will maximise participation and it will ensure that where required support is provided to individuals to secure their engagement and gain their input.
- 8.9 The service operates a complaints procedure with stated response timescales. These procedures will be made widely in appropriate formats. Complaints and their outcomes should be logged and made available to the Host Authority upon request. Any serious complaints shall be reported to the Host Authority as a matter of urgency.

9. Individual Service Specification (ISS)

- 9.1 An EDS Screening Officer will be the first point of contact to the Service:

- They will determine if the request falls within the EDS remit.
- They will determine if it is of a critical nature, or there are valid reasons why the request cannot await a response until the next working day or signposted to an alternative Agency.
- The information will be logged on the EDS system, and electronically sent to the Duty Manager.
- Duty Manager will triage, prioritise and allocate accordingly.
- All referrals and reports completed by practitioners on the EDS information management system are electronically send to individual Local Authorities and received by them at the start of the next working day.

9.2 The following statutory and primary tasks will be undertaken by the EDS team with regards to **Children & Young People:-**

- 9.2.1 Take emergency action under Child Protection procedures -Conducting child protection inquiries under section 47 of the Children Act 1989 i.e.
- 9.2.2 Joint interventions with health, Police, Parents/Carers and the relevant Agencies.
- 9.2.3 This will involve single/joint agency with the Police, strategy telephone discussions/meetings, 'Achieving Best Evidence' interview, forensic medicals and other duties as required.
- 9.2.4 EDS will safeguard children under Section 20 (CA 1989) and Section 46 (CA 1989) Police Powers of Protection where the threshold has been met. This will be undertaken in partnership with Police, relevant agencies and Parents.
- 9.2.5 Where the risk requires, EDS will consider the use of an Emergency Protection Order (EPO) under Section 44 (CA 1989) and Recovery Order under Section 50 (CA 1989).
- 9.2.6 Assess and provide services under S17 (CA 1989) – emergency accommodation or subsistence for children and their families.
- 9.2.7 Emergency family support to prevent family break downs and children being received into Partner accommodation when families are in crisis.
- 9.2.8 Make appropriate provision for Unaccompanied Asylum-Seeking Children (UASC). E.g. arranging accommodation, visits and subsistence.
- 9.2.9 EDS will not undertake Age Assessments given the legal ramifications due to the specialism surrounding such assessments.**
- 9.2.10 Acting as an Appropriate Adult for young people in custody under PACE 1984.
- 9.2.11 Responding to reports of all missing children. Taking required action where there are specific concerns around Child Criminal Exploitation (CCE) and Child Sexual Exploitation (CSE) or other vulnerable children.

- 9.2.12 Respond and consider all requests for Mental Health Act Assessments for children and young people.
 - 9.2.13 Work in partnership in supporting children and families undergoing mental health crisis.
 - 9.2.14 Follow Rapid response procedures following an unexpected or unexplained child death.
 - 9.2.15 Attend Child Protection conferences where there is significant input to be offered by EDS.
- 9.3 The following statutory and primary tasks will be undertaken by the EDS team with regards to **Mental Health:-**
- 9.3.1 Respond to families and individuals who are in mental health crisis in collaboration with Partner Agencies including Crisis and Resolution Home Treatment Teams (CRHTT), Child and Adolescents Mental Health Services (CAMHS), Psychological Medical Service (PMS), Street Triage, Liaison and Diversion (L&D), Police and other emergency services.
 - 9.3.2 Consider requests for Mental Health Act Assessments under MHA 1983 and undertake all the duties of an AMHP as stipulated in the MHA 1983 and the related legislation.
 - 9.3.3 Approved Mental Health Professionals (AMHPs) will respond to requests for consultation by the Police under Section 136 MHA 1983.
 - 9.3.4 Provide Appropriate Adults for vulnerable adults with mental health issues who are in custody under PACE 1984.
 - 9.3.5 EDS AMHP arrangements will be as follows, as there are two sets of Approved Mental Health Professionals employed by EDS:
 - 9.3.5.1 The first ones are those that are permanently employed and are approved to act as an approved mental health professional for the purposes of the Act, under Section 114, (1) of the Mental Health Act 1983 by Bracknell-Forest as the Host Local Social Service Authority (LSSA). In these circumstances Bracknell -Forest both approve and employ the AMHPs.
 - 9.3.5.2 The second set of AMHPs are Relief/Sessional AMHPs that are employed and approved by the other Local Authorities in Berkshire. With the agreement of their approving Local Social Services Authority, the relief AMHPs are employed by Bracknell-Forest on a Relief Contract with EDS to fill any gaps on the rota. In these cases the AMHP's are employed by Bracknell-Forest whilst discharging functions under the EDS contract but they are approved by other LA's. The approving LA's expressly agree to allow their approved AMHP's to work for Bracknell-Forest for the purpose of discharging mental health services under the EDS contract.
 - 9.3.5.3 Under the joint arrangements both sets of AMHPs act on behalf of the Berkshire Local Authorities as per Sections 13 (3) and 114 Mental Health Act 1983 (MHA) as amended by the Mental Health Act 2007.

The Act states that although an Approved Mental Health Professional (AMHP) can only be approved by one Local Social Services Authority, they can perform AMHP functions in the area of another authority but only if that authority has authorised the AMHP to perform such functions in its area.

9.3.5.4 Where the EDS AMHP have completed an assessment for detention under Section 2 MHA, this will be on behalf of one of the six Berkshire Local Authorities. The responsibility for making arrangements for a further assessment, for admission for treatment under Section 3 MHA, will remain with the Local Authority, identified by the EDS AMHP for the purposes of the Section 2 application as per Section 13(1)(b)(c) of the Mental Health Act 1983 as amended by the Mental Health Act 2007.

9.3.5.5 The current Cross Border Protocol for the six Local Authorities of Berkshire states that, in the exceptional case where the Local authority is misidentified by the EDS AMHP, the responsibility to carry out further assessment would lie with the Local authority, that should have been identified as having the duty to assess, under Section 13(1), although there is nothing to prevent any of the Local Authorities exercising their powers to arrange for an AMHP to consider a patient's case on their behalf if this were discussed and considered appropriate, see subsection Section 13(1) ss. (5), paragraph 14.37 of the Code of Practice and additional pointers highlighted in the Cross Border Protocol at 4.1.

9.4 The following statutory and primary tasks will be undertaken by the EDS team with regards to **Adults:-**

9.4.1 Assess and provide services for eligible adults under the Care Act 2014, Mental Capacity Act 2005, Pan Berkshire Adult Safeguarding Procedures and such other legislations that may be appropriate to work with vulnerable adults.

9.4.1.1 It is important to note that each Authority currently has different arrangements for Intermediate Care Service or Reablement. Any changes to current arrangements will be by mutual agreement between both EDS and the relevant Partner.

Current arrangements are as follows:-

Bracknell: EDS monitors and coordinates ICS referrals that require a service or for sharing information.

Wokingham: ICS is managed by Optalis – EDS coordinates hospital admission, call cancellations, additional calls requests and liaise with Optalis as necessary.

West Berkshire: ICS is managed by their in house service - EDS coordinates hospital admission, call cancellations, additional calls requests and liaise with the West Berkshire ICS Coordinator: West Berkshire have access to a night warden service. EDS can book this by calling the ICS Coordinator.

Reading: In-house Reablement service - EDS coordinate hospital admission, call cancellations. However additional calls requests are coordinated by EDS. Reading also have access to a night warden service. EDS can book this by calling the ICS Coordinator.

Slough: Have their own ICS in-house service. EDS signposts agencies, families and service users to the out of hours number.

Royal Borough of Windsor and Maidenhead: Reablement is managed by Optalis. EDS signpost agencies, families and service users to the out of hours number.

9.4.1.2 For all LAs EDS will assess and coordinate or signpost any Adult referrals relating to:

Welfare Visits/Calls

Night sitting services

Live In Care

Residential Care

Hospital Recall

Medication Errors

Pet feeding/Kennels

Carer breakdown

Deaths

Carer hospital admissions

9.4.2 Respond to Adult Safeguarding concerns under Section 42 of the Care Act 2014.

9.4.3 Single/joint assessment with police under the Berkshire Adult Safeguarding Policy & Procedures 2008.

9.4.4 Record of strategy discussion/meeting, arrangements made to safeguard the vulnerable adult until the next working day.

9.4.5 Assessment and arrangement of intermediate care to facilitate hospitals discharge or to avoid hospital admission in collaboration with other partners.

9.4.6 Provision of appropriate service where there is carer breakdown.

9.4.7 Support to carers and families in crisis

9.4.8 Responding to queries in respect of existing domiciliary care services.

9.5 The following statutory and primary tasks will be undertaken by the EDS team with regards to **Homelessness:-**

- 9.5.1 Responding and assessing under Homeless Reduction Act 2017 for Families who are No Recourse to Public Funds, Families who find themselves intentionally homeless and vulnerable adults.
- 9.6 The following statutory and primary tasks that fall under **Miscellaneous** will be undertaken by the EDS team:-
- 9.6.1 Any other additional services that may be required out of EDS remit, will be discussed and approved at the Quarterly Monitoring Meetings if appropriate.

Protocol for Contacting Emergency Duty Service Manager / Locality Authority Senior Manager

- 9.7 Emergency Duty Service managers have the following responsibilities:-
- 9.7.1 During out of hours the EDS shifts are managed by an Assistant Team Managers (ATM) or a Shift Lead (who is usually one of the experienced senior social workers). The duty managers are responsible for management oversight of cases and any staffing and operational issues.
- 9.7.2 They are available on shift from 4:30pm-00:00 Monday to Friday and from 08:30-00:00 during weekends and bank holidays.
- 9.7.3 Outside of these hours there will be an on-call manager who is usually the ATM, the Team manager or Head of Service. Partners will be provided with an EDS management rota so that contact can be made if necessary.
- 9.7.4 EDS shift and on-call arrangements are operated on a Rota basis.
- 9.7.5 The Head of Service (or nominated individual of equal standing within service) shall always be on-call for escalation of complex and serious incidents and in their absence, the Assistant Director will be contactable
- 9.8 EDS practitioners should contact the on-call Emergency Duty Service Manager to:
- Discuss complex cases and major incidents.
 - Agreement to deploy standby social worker or any additional resources/support required for example family support worker/ night sitter.
 - For authorisation of any expenditure exceeding £500
 - Discuss any proposed accommodation of a child / adult
 - Death or serious injury of a Looked After Child or Child subject to child protection or Child in Need plan.
 - Death or injury of a child in any suspicious circumstances
 - Death or serious injury in unusual circumstances of any client child or adult in accommodation or receiving a service provided by the independent sector whether known or unknown to the Local Authority.
 - Major incident – includes serious injury to a child or adult that is known to services or a serious 'near miss'.
 - Advise of allegations of abuse against Social Care staff
 - Advise on any significant disciplinary issues
 - Media contact or request to contact the media
 - Any other significant matter

9.9 The responsibilities of Partner's Senior On Call Managers are as follows:-

9.9.1 Each Partner is required to send a monthly list of senior 'on call' managers that will be available for contact outside of normal office hours for both children and adult social care. The Emergency Duty Service will make every effort to avoid calling except in emergency or agreed circumstances.

9.10 EDS Practitioners should contact the on-call Local Authority Managers for:

- Proposed need to accommodate a child with in-house or in Independent Fostering Agency/accommodation provision.
- For authorisation for any monthly expenditure exceeding £500
- Major incident – as above
- Death of a child in any suspicious circumstances
- Death or serious injury in unusual circumstances of any client child or adult in accommodation or receiving a service provided by the independent sector whether known or unknown to the Local Authority.
- The use of additional resources/support where there will significant financial implications on the Local Authority
- Media contact or request to contact the media
- Any other significant matter

9.11 The following procedures for Information Sharing – Child Protection and Data base Checks will apply to this Agreement:

9.11.1 The Emergency Duty Service provides crisis intervention to all people, young or old who may require urgent intervention from Social Care Services outside of normal office hours. As such the Emergency Duty Service is often the first point of contact for the police, paramedics and health professionals such as A&E staff.

9.11.2 The Emergency Duty Service is often asked to share personal information from all said agencies. Information sharing is often necessary to enable early intervention and preventative work for safeguarding and promoting welfare and for the wider public protection. It is therefore paramount that practitioners at the Emergency Duty Service can share information appropriately and confidently.

9.11.3 The Emergency Duty Service has access to all the Berkshire Partner data bases for both Adults and Children and Families known to social care and other related services. As such the Service is contacted by many agencies requesting information where there are concerns about a child or a vulnerable adult or to just check if a client is open to services. This in most cases enables the enquirer to make informed decisions about the necessary intervention to support or safeguard children and vulnerable adults jointly with EDS.

9.11.4 Any disclosure of information by EDS should be necessary to ensure the safeguarding, support planning and resource allocation for clients and not as a routine administrative procedure by A&E departments.

The EDS team will have 'read only' access only to all six Unitary Authorities data bases both Adult and Children. EDS have full access to the mental

health database RIO. Service Level Agreements are in place with each of localities re the accessing of databases. However, it is not expected that general recording onto the data bases will be made by EDS. Rather the EDS report will be provided in a timely manner each morning enabling Partners to scan or enter the details onto their systems.

SECTION 2 – Timeframe and Financial Envelope

10. Timeframes

10.1 The following timescales apply to this agreement:-

Start date: 11 August 2020	End date: 31 July 2027	Duration: 7 years
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10.2 Any termination of services will be in accordance with Clause 19 of this Agreement

11. Financial Envelope

11.1 Anticipated costs of the service are detailed below:-

Year 1	Year 2	Year 3
£228,490	To be provided by December 2020 based on current years activity	TBC

11.2 For each Financial Year of the Contract Period the equal shared cost of the Parties payable by each of the Parties (“the Allocated Costs”) is as shown in Appendix A to this Specification.

11.3 A more detailed explanation of the Allocated Costs which will be equally shared across all Partners of the service can be found within Appendix A of this Specification (Charging model)

11.4 Payment for the service are accounted for within the Berkshire joint arrangement. This consolidates several different services and calculates payments to / from Berkshire authorities without the requirement to raise invoices. The joint arrangement requires payments to be made on a quarterly basis. As with other services within the joint arrangement, the Host Authority adds on 6% to the cost to cover overheads.

11.5 In addition to its contribution towards the Out-Turn Amount each of the Other Parties shall pay to the Host Authority all payments made to other persons or organisations and other disbursements incurred in providing the Service which are met by the Host Authority on behalf of each of the Other Parties. This will include any payments made using a Corporate Purchasing card in order to make emergency third party provider payments with a tolerance of up to £500 per partner without requiring further approval. Any expenditure exceeding this limit will follow standard authorisation procedures and

- require prior approval by the Partner organisation before proceeding.
- 11.6 The Host Authority will provide a full breakdown of expenditure as part of a monthly information report. The agreed figure of £500 per authority will only be changed by the Host authority with the written agreement from the relevant Berkshire authority.
- 11.7 The Host Authority shall use its reasonable endeavours to ensure that the Out-Turn Amount is kept within the Approved Budget so far as is reasonably practicable or if it is not reasonably practicable that the excess of the Out-Turn Amount over the Approved Budget is kept to the minimum reasonably practicable.
- 11.8 Future budgets will be set in accordance with Clauses 11 and 14 of the Agreement

SECTION 3 – Areas to develop during the lifetime of the commission

12. Future areas of development to be carried out during the Agreement term

- 12.1 Quarterly review meetings will require both Head of Service and finance representation. One of the primary focuses will be to focus on effectively managing future demands as a means of controlling costs of the service. The Host Authority will be required to provide management data to support these discussions in a timely manner.
- 12.2 Effective delivery of the service requires ongoing collaboration with Partners. The Host Authority will therefore continue to work with Partners throughout the Agreement term to ensure effective communication.
- 12.2.1 Prior to commencement of this Agreement, Partners will be provided with suggested wording for both their recorded messaging and website information relating to the Emergency Duty Service. Whilst it is not mandatory that Partners adhere to this request, the Host Authority requires Partners to consider whether their current messaging clearly outlines the importance of it being an Emergency service as opposed to Out of Hours.
- 12.3 The Host Authority will continue to work with Partners to ensure that the Performance data provided satisfies each Partners ability to meet statutory obligations.
- 12.3.1 The Host Authority will be required to provide a number of Key Performance Indicators in accordance with Section 5 of this Specification.
- 12.3.2 Additional requests will be dealt with in accordance with Section 5 of this Specification and clauses 11 of the agreement.
- 12.4 Partners will be required to update the EDS in a timely manner of any changes to services or closures of services within their locality that may impact on the EDS.

SECTION 4 - Working with other commissions and partners

13. Requirements of our Partners and Commissioners

13.1 Each of the Partners shall:

- 13.1.1 provide a rota to the Host Authority using a standard template provided to each Partner prior to the commencement of this Agreement., and notify of any changes to the rota, of on-call senior representatives who can be contacted by the EDS i.e. expenditure, placing a child in local authority care and any serious cases which may attract media attention. The Partners shall keep the Host Authority notified of any changes made to their Secure Email contact details.
- 13.1.2 on a weekly basis each other Partner will forward to the Host Authority a list of available local authority foster care placements and independent foster care accommodation using a standard template provided to each Partner prior to the commencement of this Agreement.
- 13.1.3 on commencement of the Agreement each other Partner will provide the Host Authority with a comprehensive list of all recognised Frameworks that they are currently signed up to for use by the Host Authority. Partners will be required to review and update this list as part of the weekly return of information.
- 13.1.4 Where the Partner fails to provide an up to date list of available Placement Frameworks or fails to ensure that the information stored by the Host Authority is current, the Host Authority will look to make a placement outside of any Agreement in line with existing authorisation protocols. The Host Authority will not be held accountable for the cost or regulation of any placement providers that the Host Authority are forced to use in instances where the Partner has not adhered to the conditions of 13.1.3 or 13.1.4 alike.
- 13.1.5 on commencement of the Agreement each other Partner will provide the Host Authority with a copy of their Sufficiency Plan. It will be the Partners responsibility to ensure that any changes to this plan that take place during the course of the Agreement are communicated in a timely manner to the Host Authority. The Host Authority will be required to refer to this Plan in the absence of any available placements.
- 13.1.6 on a weekly basis send 'extracts' sometimes known as 'imports' to ensure the EDS MIS database records remain current and up to date
- 13.1.7 on a daily basis provide the Host Authority with an up to date list of those individuals who have already been assessed and accommodated elsewhere, in order to ensure that the Host Authority is able to make an assessment on whether emergency accommodation should be provided
- 13.1.8 in order to fulfil statutory duties and to ensure the delivery and provision of the Service, afford the Host Authority access to the data held by that other Partner on their Social Services and Housing Management information systems via GCSX connection only, or, following prior notification to the Host

Authority that access to the data held by the other Partner on their Social Services and Housing Management information systems is to be withdrawn or altered, ensure that alternative arrangements are made to allow the Host Authority access to social services data of the other Partner by a method and manner which is sufficient to enable the Service to be properly provided and which will not involve additional costs being incurred by the Host Authority

- 13.1.9 give notice in writing to the EDS Head of Service when it becomes apparent that an EDS Officer's attendance, participation or interview will be required in any formal processes including but not limited to legal proceedings and complaint procedures
- 13.1.10 ensure that at all times any employee is available to be contacted by the Host Authority if a decision in providing the Service has to be taken which is not within the Specification
- 13.1.11 ensure that the employee available for contact pursuant to the above is properly authorised to take all appropriate decisions in connection with the Service
- 13.1.12 keep the Host Authority properly and accurately informed as to the identity and telephone number and fax number of the employee available to the Data Sharing Agreement with the Host Authority if in the view of the Host Authority, it is appropriate.
- 13.1.13 provide the Host Authority with a planned schedule of ICT maintenance work and work with the Host Authority to agree reasonable work arounds during this time.
- 13.1.14 provide the Host Authority where possible with an emergency Out of Hours ICT contact to cover the service times specified in 5.1 of this Specification. This must be submitted using the standard template provided to all Partners prior to the Agreement commencement date. However, in the absence of out of hours ICT provision, the Host Authority will not be deemed responsible for delays incurred in accessing information due to an inability to access systems. Normal protocols for escalating to the appropriate manager will remain if unable to access the system data.

13.2 The Host Authority shall:

- 13.2.1 use the 'extracts' or reports provided by the Partner for contingency and to save the Host Authority creating a client record only. The live database provided will at all times be used (unless not available) to view Client Information
- 13.2.2 contact the Partners IT provider, as notified by the Partners in accordance with 13.1.12, as soon as reasonably practical, if the live system is not available
- 13.2.3 will contact the Partner if there are issues with staffing levels and will do its best to ensure staffing levels are maintained
- 13.2.4 provide a response to the Partner during normal office hours. A message facility is available should the office be unmanned.

SECTION 4 - Performance Management

14. Key Performance Indicators and Outcomes

14.1 The Host Authority will report on the delivery and performance of the service to Partners and other stakeholders (as appropriate) on a monthly basis to ensure Partner's ability to conform to their statutory obligations. This will include:

- Performance against set KPI's

KPIs

No	KPI	Method of Measurement	Frequency of Reporting
KPI 1	Monthly breakdown of total calls	MI report	Monthly
KPI 2	Total call times in hours and minutes	MI report	Monthly
KPI 3	Breakdown of each user group with the number of monthly referrals	MI report	Monthly
KPI 4	Monthly breakdown of adult safeguarding cases with qualitative data	MI report	Monthly
KPI 5	Monthly breakdown of adult social case cases with qualitative data	MI report	Monthly
KPI 6	Monthly breakdown of adult mental health cases with qualitative data	MI report	Monthly
KPI7	Monthly breakdown of MHAA with qualitative data	MI report	Monthly
KPI8	Monthly breakdown of S.47 referrals with qualitative data	MI report	Monthly
KPI9	Monthly breakdown of CIN referrals with qualitative data	MI report	Monthly
KPI10	Monthly breakdown of LAC referrals with qualitative data	MI report	Monthly
KPI11	Monthly breakdown of Missing children referrals with qualitative data	MI report	Monthly
KPI12	Monthly breakdown of placement breakdown with qualitative data	MI report	Monthly
KPI13	Monthly breakdown of Appropriate Adults requests with qualitative data for both Young People and Vulnerable Adults.	MI report	Monthly
KPI14	Monthly breakdown of cases of homelessness / housing / SWEP with qualitative data	MI report	Monthly
KPI15	Breakdown of each user group with the number of monthly referrals	MI report	Monthly
KPI16	Monthly breakdown of adult safeguarding cases with qualitative data	MI report	Monthly
KPI17	Monthly breakdown of adult social case cases with qualitative data	MI report	Monthly
KPI18	Monthly breakdown of adult mental health cases with qualitative data	MI report	Monthly
KPI19	Monthly breakdown of MHAA with qualitative data	MI report	Monthly

- 14.2 Any additional Key Performance Indicators requested by an individual Partner should be requested in writing to the Host Authority.
- 14.3 With the exception of legislative changes, additional Key Performance Indicators will only be additions to the Agreement with the agreement of the Host Authority.
- 14.4 Where an agreement between all Parties cannot be reached, Clause 41 of the Agreement shall apply.
- 14.5 The Host Authority reserves the right to charge a Partner for any addition and should be dealt with in accordance with Clause 11 and 14 of the Agreement. The Host Authority will be required to provide evidence to the Partner of the additional work involved in producing the additional request where an additional cost is involved.
- 14.6 Charges for additional requests will be calculated as per Clause 14.5 of the Agreement
- 14.7 Where a change to Key Performance indicators affect more than four Partners, the Management Board will have decision making powers to apply Clause 14.5 to the Approved Budget with the intent that all Partners shall contribute to any additional costs attributable to the variation according to the Allocated Costs of the Out-Turn Amount for which they are otherwise liable with 30 days' notice. These measures subject to clauses 11 and 14 of the Agreement.
- 14.8 The Head of the EDS will provide an Annual Report to Partners in March of every year

15. Monitoring and Review of Service Provision

- 15.1 The Host Authority will co-operate with monitoring and evaluation activities undertaken by the Partner in relation to this Agreement.
- 15.2 Monitoring referred to above is additional to any requirements made by the appropriate registration and inspection body or any other regulatory body or organisation.
- 15.3 Copies of any Host Authority policies should be made available to the Partner upon request.
- 15.4 The Partner will be entitled to monitor the Host Authority's performance of its obligations under this Agreement by whatever reasonable means that it considers appropriate, provided that the Partner exercises that right in a reasonable and considerate manner, so as not to cause any unreasonable disturbance or inconvenience to either the Host Authority or the day to day operation of the Service.
- 15.5 The Host Authority will undertake quarterly strategy meetings with designated Partner managers and commissioners of the appropriate sign off level. A finance representative from the Host Authority will also be in attendance where possible unless not required by the Partner manager.

- 15.6 A Management Board will be established prior to the commencement of this Agreement. This Board will require each Partner to nominate a representative to perform the following duties:-
- Monitor progress against published plans and actions
 - Monitor spend against budget
 - Resolution of issues
 - Management of risks and dependencies
 - Management of changes
 - Provide resources and information at an appropriate level to ensure that effective service delivery is achieved
 - Review and advise action for any tolerance breaches, exception reports and recommendations provided by the Host Authority's Head of Service
 - Can recommend the closure or extension of the group, subject to effectiveness
- 15.7 Where a Partner fails to provide a representative on 2 or more consecutive meetings, the Management Board will retain the right to make a decision on behalf of all Partners in their absence.
- 15.8 The Host Authority will retain responsibility for organising and minuting Management Board meetings, in addition to the distribution of minutes to all Partners of the Agreement in a timely manner, however Partners of the service may be requested to host from time to time.
- 15.9 The Host Authority will ensure that any performance data required to perform these duties is made available at least 3 working days prior to any meeting held.

SECTION 5 - Quality

16. Governance

- 16.1 As a minimum requirement, the Partner expects the provider to have in place and be working to the following policies and procedures. Where the Policy is owned by the Host Authority, it is expected that these documents are refreshed and reviewed at least bi-annually.
- Equality and Diversity policy
 - Business continuity plan
 - Incident reporting and recording
 - Safeguarding policy and procedures
 - Data Protection policy and Information Sharing policy
 - Compliments, Complaints and Whistleblowing policy
 - Disciplinary and Grievance policy and procedures
 - Lone Worker policy and procedures
 - Recruitment, Training and Induction policy and procedures
 - Customer involvement policy and procedures
 - Staff supervision
-
- Children Act 1989 (amended 2004 and 2017)
 - Children and Families Act 2014,
 - Pan Berkshire Children Safeguarding Procedures and such other legislations that may be appropriate to work with children and Families.

- Mental Health Act 1983 (amended 2007)
- Policing and Crime Act 2017
- Care Act 2014
- Mental Capacity Act 2005
- Pan Berkshire Adult Safeguarding Procedures and such other legislations that may be appropriate to work with vulnerable adults.
- Homelessness Reduction Act 2017

- 16.2 The Host Authority shall provide the Partner with a copy of the policy and updates as requested.
- 16.3 The relevant policy and procedure will be made clear to Staff via induction, training and development, Staff meetings and supervision.
- 16.4 The Host Authority shall comply with all Legislation, regulatory requirements and codes of practice applicable to the provision of the Services and shall comply with all further reasonable written requirements and instructions of the Partner in relation to any ISS.

17. Local Government Ombudsman

- 17.1 Under the Local Government Act 1974, Section 26(1) and Social Care Ombudsman, the local government ombudsman may investigate a complaint about an action taken by the Host Authority when undertaking work on behalf of any Partner.
- 17.2 The Host Authority will co-operate fully with any such investigation and will reimburse the Partner any payment made to a complainant by the Partner, either when an investigation by the ombudsman takes place, to a finding of maladministration and injustice as a result of fault by the Host Authority, or where a payment is made under the terms of an early settlement of a complaint to the ombudsman without a formal investigation and report.

18. Emergency Duty Team Contact details

- 18.1 Out of Hours Operational Telephone Number: 01344 786 543

Daytime Office Number: 01344 786 512

Head of Service Number: 01344 786 534

Team Manager: 01344 786 6545

E-mail: Emergency.Duty-Team@bracknell-forest.gov.uk

Address: (Not to be disclosed to members of the public)

The Commercial Centre
Old Bracknell Lane West,
Bracknell
RG12 7QT

19. Documents related to this Specification

- | | | |
|------|--------------------------|--|
| 19.1 | Schedule 1
Appendix A | Specification document v4
Charging Model
Master Agreement v4 |
|------|--------------------------|--|

JOINT ARRANGEMENT FOR A SOCIAL SERVICES EMERGENCY DUTY TEAM (EDT)**APPENDIX A CHARGING MODEL**

- 1.1 The recharging model contains two elements:
- Equal shared cost element
 - Variable Cost - Remaining cost of service based on the amount of time EDT spends on delivering the service to individual Partners
- 1.2 Equal Shared costs are those costs that will be equally distributed across all Parties of the Agreement and can be found listed in the table below.
- 1.3 Any amendments to Equal Shared costs will be done so by the Host Authority in accordance with Clause 11.7 of the Agreement
- 1.4 The equal shared cost will be made up of the following charges, to be split equally across all Partners

Spend Category	Equal Shared cost Total £	Total amt per Partner £
Equal Shared Costs (Fixed Costs):		
Salary Costs:		
- Head of Service	87,500	14,583
- Team Manager	73,460	12,243
- Business Services Manager	41,880	6,980
- Administrators	44,360	7,393
- Past Service Deficit	58,590	9,765
Non-Salary Costs:		
- Staff Advertising / Recruitment Costs	3,000	500
- Staff Training & Subscriptions	10,680	1,780
- Premises	24,800	4,133
- Leased Cost / Insurance and Management Costs of Vehicles	9,500	1,583
- Equipment & Furniture	6,000	1,000
- Printing, Stationery & Postage etc	2,100	350
- Telephones (including recording system)	4,000	667
- Computer Maintenance / Software	7,000	1,167
- Pocketpals	5,000	833
- Other Costs	1,880	313
6% Joint Arrangement Overhead	22,780	4,556

Please note: The role of Head of Service will be subject to an official job evaluation process as a priority and therefore any changes will be communicated to Partners in line with the clauses set out in the Agreement. Please refer to clauses 11 and 14 of the Agreement.

- 1.5 'Variable costs' are the salaries and employer on costs of the social workers. Apportionment of the variable costs is on the basis of recorded caseload, which social workers enter onto MIS, the information system; this includes the social worker recording how much time an individual episode working with an individual person took, together with the relevant client group. As each 'individual' belongs to an authority, this

gives the total hours recorded per authority. This figure is divided by the total hours across authorities to give a percentage share for each authority

- 1.6 Projected annual cost for the provision of this service to **Royal Borough of Windsor & Maidenhead** is as follows:-

Equal Shared Cost 20/21	£67,850
Projected Variable Cost 20/21	£160,640
Projected Total Service cost 20/21	£228,490

- 1.7 Each Partner will be provided with specific Performance indicators on a monthly basis detailing the monthly breakdown of calls in line with the full list of indicators found within Section 4 of the Specification.
- 1.8 In addition, a full overview of variable charges will be provided to Partners on a Quarterly basis as part of a formalised review meeting covering both finance and performance data
- 1.9 Any significant increases to the total cost of service delivery shall also be flagged and reported to the Management Board in accordance with Clause 41.2 of the Agreement.
- 1.10 Forecasted budget figures will be provided in November of each year to cover the following financial period to support effective future budget setting. These matters will be dealt with in accordance with clauses 11 and 14 of the Agreement.

Current Contractual Level of staffing:

Head of Service	1.00 FTE
Team Manager	1.00 FTE
Business Services Manager	1.00 FTE
Administrator / AA Co-Ordinator	1.00 FTE
Administrator	0.43 FTE
Assistant Team Manager (Children's)	2.00 FTE
Assistant Team Manager (AMHP Lead)	1.00 FTE
Senior Child Care Practitioners	4.98 FTE
AMHP's	4.00 FTE
Adult Safeguarding & Hospital Discharge / Avoidance Officer	2.00 FTE
Screening Officer	3.50 FTE

Bracknell Forest Borough Council
People Directorate
Time Square
Market Street
Bracknell
RG12 1JD

ROYAL BOROUGH OF WINDSOR & MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

ESSENTIAL INFORMATION										
Item being assessed <i>(Please tick):</i>	Strategy		Policy		Plan		Project		Service/Procedure	Y
Responsible Officer:	Lynne Lidster				Service:	Strategy and Commissioning				
					Directorate:	Adults, Health and Commissioning				
STAGE 1: EqIA SCREENING (MANDATORY)					STAGE 2: FULL ASSESSMENT (IF APPLICABLE)					
Date created:	20/05/2020				Date created:					
					Date reviewed by Law & Governance:					
Approved by Head of Service / Overseeing group/body / Project Sponsor:	<i>"I am satisfied that an equality impact has been undertaken adequately."</i>									
	Signed:	Lynne Lidster								
	Date:	25 June 2020								

GUIDANCE NOTES

What is an EqlA and why do we need to do it?

The Equality Act 2010 places a 'General Duty' on all public bodies to have 'due regard' to:

- Eliminating discrimination, harassment and victimisation and any other conduct prohibited under the Act.
- Advancing equality of opportunity between those with 'protected characteristics' and those without them.
- Fostering good relations between those with 'protected characteristics' and those without them.

EqlAs are a systematic way of taking equal opportunities into consideration when making a decision, and should be conducted when there is a new or reviewed strategy, policy, plan, project, service or procedure in order to determine whether there will likely be a detrimental and/or disproportionate impact on particular groups, including those within the workforce and customer/public groups.

What are the “protected characteristics” under the law?

The following are protected characteristics under the Equality Act 2010: age; disability (including physical, learning and mental health conditions); gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation.

What's the process for conducting an EqlA?

The process for conducting an EqlA is set out at the end of this document. In brief, a Screening Assessment should be conducted for every new or reviewed strategy, policy, plan, project, service or procedure and the outcome of the Screening Assessment will indicate whether a Full Assessment should be undertaken.

Openness and transparency

RBWM has a 'Specific Duty' to publish information about people affected by our policies and practices. Your completed assessment should be sent to the Strategy & Performance Team for publication to the RBWM website once it has been signed off by the relevant manager, and/or Strategic, Policy, or Operational Group. If your proposals are being made to Cabinet or any other Committee, please append a copy of your completed Screening or Full Assessment to your report.

Enforcement

Judicial review of an authority can be taken by any person, including the Equality and Human Rights Commission (EHRC) or a group of people, with an interest, in respect of alleged failure to comply with the general equality duty. Only the EHRC can enforce the specific duties. A failure to comply with the specific duties may however be used as evidence of a failure to comply with the general duty.

1.1 What is the overall aim of your proposed *strategy/policy/project etc* and what are its key objectives?

This screening accompanies a report to Cabinet for the approval to award the Emergency Duty Service contract to Bracknell Forest Council for a period of seven years. The overall aim of the Emergency Duty Service is to provide an emergency social services provision for both adults and children and emergency homelessness advice and support.

1.2 What evidence is available to suggest that your proposal could have an impact on people (including staff and customers) with protected characteristics?

*Consider each of the protected characteristics in turn and identify whether your proposal is **Relevant** or **Not Relevant** to that characteristic. If **Relevant**, please assess the level of impact as either **High / Medium / Low** and whether the impact is **Positive** (i.e. contributes to promoting equality or improving relations within an equality group) or **Negative** (i.e. could disadvantage them). Please **document your evidence** for each assessment you make, **including** a justification of why you may have identified the proposal as “Not Relevant”.*

Protected characteristic	Relevance	Level	Positive / Negative	Evidence
Age	Relevant	High	Positive	The emergency out of hours care and support provided is for all residents in the borough. This is an out of hours service that will have a positive impact on an individual's health and wellbeing in providing emergency social services for adults and children and people who are homeless.
Disability	Relevant	High	Positive	
Gender reassignment	Relevant	High	Positive	
Marriage and civil partnership	Relevant	High	Positive	
Pregnancy and maternity	Relevant	High	Positive	
Race	Relevant	High	Positive	
Religion or belief	Relevant	High	Positive	
Sex	Relevant	High	Positive	
Sexual orientation	Relevant	High	Positive	

OUTCOMES, ACTION & PUBLIC REPORTING

Screening Assessment Outcome	Yes / No / Not at this Stage	Further Action Required / Action to be taken	Responsible Officer and / or Lead Strategic Group	Timescale for Resolution of negative impact / Delivery of positive impact
Was a significant level of negative impact identified?	No	None	Lynne Lidster	Positive impact upon contract implementation date (01.08.20)
Does the strategy, policy, plan etc require amendment to have a positive impact?	No	None	Lynne Lidster	Positive impact upon contract implementation date (01.08.20)

If you answered **yes** to either / both of the questions above a Full Assessment is advisable and so please proceed to Stage 2. If you answered "No" or "Not at this Stage" to either / both of the questions above please consider any next steps that may be taken (e.g. monitor future impacts as part of implementation, re-screen the project at its next delivery milestone etc).

All completed EqIA Screenings are required to be publicly available on the council's website once they have been signed off by the relevant Head of Service or Strategic/Policy/Operational Group or Project Sponsor.

STAGE 2: FULL ASSESSMENT

2.1 SCOPE & DEFINE

2.1.1 Who are the main beneficiaries of the proposed strategy / policy / plan / project / service / procedure? *List the groups who the work is targeting/aimed at.*

2.1.2 Who has been involved in the creation of the proposed strategy / policy / plan / project / service / procedure? *List those groups who the work is targeting/aimed at.*

2.2 INFORMATION GATHERING/EVIDENCE

2.2.1 What secondary data have you used in this assessment? *Common sources of secondary data include: censuses, organisational records.*

2.2.2 What primary data have you used to inform this assessment? *Common sources of primary data include: consultation through interviews, focus groups, questionnaires.*

Equality Duty Statement	Protected Characteristic	Advancing the Equality Duty		Negative impact		Explanation & Mitigations
		Does the proposal advance the Equality Duty Statement in relation to the protected	If yes, to what level? (High / Medium / Low)	Does the proposal disadvantage them (Yes / No)	If yes, to what level? (High / Medium / Low)	
						Please provide explanatory detail relating to your assessment and outline any key actions to (a) advance the Equality Duty and (b) reduce negative impact on each protected characteristic

		characteristic (Yes/No)				
Eliminate discrimination, harassment, victimisation	Age					
	Disability					
	Gender reassignment					
	Marriage and civil partnership					
	Pregnancy and maternity					
	Race					
	Religion or belief					
	Sex					
	Sexual orientation					
Advance equality of opportunity	Age					
	Disability					
	Gender reassignment					
	Marriage and civil partnership					
	Pregnancy and maternity					
	Race					
	Religion or belief					
	Sex					
	Sexual orientation					
Foster good relations	Age					
	Disability					
	Gender reassignment					
	Marriage and civil partnership					

	Pregnancy and maternity					
	Race					
	Religion or belief					
	Sex					
	Sexual orientation					

2.4 Has your delivery plan been updated to incorporate the activities identified in this assessment to mitigate any identified negative impacts?
These could be service, equality, project or other delivery plans. If you did not have sufficient data to complete a thorough impact assessment, then an action should be incorporated to collect this information in the future.

EqIA Process

