

Report to: STRATEGIC COMMISSIONING BOARD

Date: 28 October 2020

Executive Member: Councillor Eleanor Wills – Executive Member , Health, Social Care and Population Health

Clinical Lead: Asad Ali (Living Well)

Reporting Officer: Stephanie Butterworth – Director of Adult Services

Subject: **CONTRACT UPLIFTS IN RELATION TO NATIONAL LIVING WAGE (NLW) INCREASE FOR 2020/21**

Report Summary: The report outlines increased costs in relation to the NLW increase announced in 2019 across three service providers not factored into the original budget setting for 2020/21.

In relation to two providers this increased costs required relate to the tender exercise run by the Council's Procurement partner STAR Procurement and subsequent award for the delivery of service contracts for supported accommodation for adults with a learning disability living in their own home.

The evaluation of the tender included both a quality and price element with the most economically advantageous tenderers awarded contracts. Following contract award and subsequent allocation of contract terms and conditions reference was made by two providers in relation to contract prices and in particular consideration of the NLW increases for 2020/21. The pricing schedule in the tender had required the costings reflect "the current year's delivery costs" i.e. 2019/20 rather than costs for the contract start date from April 2020, due to the 2020/21 NLW rate being unknown at the time of the tender. The contract allows for value of the contract to be uplifted on an annual basis on an agreed formula to take account of any NLW uplifts.

In order for the Provider to meet its obligation to pay staff at the NLW, the Council has had to make consideration to increase the contractual price to reflect this.

The issue in relation to Lomas Court has arisen following the Provider's omission of through the night support costs in negotiations for NLW uplifts in 20/21. This is an essential element of the service delivered to a vulnerable group of 20 tenants within an extra care scheme.

The revised costs have been factored into the projections of Adults spend for 2020/21.

Recommendations: That the Strategic Commissioning Board be recommended to give approval to the NLW increases to the contracts detailed:

- Community Integrated Care - supported accommodation for adults with a learning disability living in their own home – two contracts (areas 2 and 5)
- Turning Point - supported accommodation for adults with a learning disability living in their own home (area 1)

- Liberty Support Services - Lomas Court extra care and support for adults 18-65 with a sensory or physical disability

**Financial Implications:
(Authorised by the statutory
Section 151 Officer & Chief
Finance Officer)**

**Budget Allocation (if
Investment Decision)**

CCG or TMBC Budget Allocation

These costs affect revenue budgets for Supported Accommodation within the Adult Services department of the Council. The costs and budgets for the Learning Disability contracts are identified at paragraph 1.7. The current Outturn projection for Adult Services includes the proposed uplifts for both the national living wage amendment of £206,000, and the additional costs of changes in client need of £84,864. Resulting in a projected adverse variation against the budget of **£291,000**.

Separately, the increased cost of the Lomas Court contract with Liberty Support Services is in excess of the current budget by **£44,699**. The budget is £178,797, with the increase proposed the new forecast will be £223,495.

Monitoring and review needs to ensure that further increases against the budget do not occur and to identify opportunities to mitigate the increase, in this year or future years.

Contractual increases need to be identified when the budget is being prepared and identified as a pressure. If they are not included within the budget then the service should identify ways to mitigate the increase on the cost of the service.

Integrated Commissioning Fund Section – s75, Aligned, In-Collaboration

Section 75

Decision Body – SCB Executive Cabinet, CCG Governing Body

Strategic Commissioning Board

Value For money Implications – e.g. Savings Deliverable, Expenditure Avoidance, Benchmark

The rise in National Living Wage (NLW) from £8.21 to £8.72 is an increase of 6.21%. The overall costs of these contracts are constituted from several elements, not all of which derive from the NLW. It is proposed to make a 5.2% uplift on the Turning Point contract, 4.2% on the two CIC contracts, and a 3.8% uplift to Liberty Support Services. The differences between these uplifts arise mainly from the proportion of costs in each contract which are subject to NLW. Increases in client needs add a further 4.2% to the base cost of the contract.

The immediate increase in cost might be weighed against costs over the longer term that may arise indirectly from service disruption or market failure.

There is potential for further large increases to the NLW in future years, which would put yet more financial pressure on the service.

Additional Comments

Legal Implications: (Authorised by the Borough Solicitor)

The increased costs represent a change to the scope of the procurement and subsequent contracts and as such carries a risk of challenge and/or criticism from other operators in the market who were not successful in being awarded these services to deliver.

However the council is relying on the advice provided by STAR set out in paragraph 1.9 that the increased values sit below the 10% and the non-substantial change definition set out in the Public Contracts Regulations 2015 and that the economic balance of the agreement has not changed in favour of the supplier who remain the highest ranking in relation to contract award. Therefore any risk of challenge should be low.

It would be helpful if a 'lessons learned' exercise could be undertaken so that a similar situation does not arise with future procurement exercises.

Additionally it will be necessary to ensure that the increased contract award actually reaches the staff and not only should this be contractual but evidence should be provided to the Council.

How do proposals align with Health & Wellbeing Strategy?

The proposal aligns with the Living Well and Ageing Well programmes

How do proposals align with Locality Plan?

The service links into the Council's priorities:

- Help people to live independent lifestyles supported by responsible communities
- Improve Health and wellbeing of residents
- Protect the most vulnerable

How do proposals align with the Commissioning Strategy?

This supports the 'Care Together Commissioning for Reform Strategy 2016-2020' commissioning priorities for improving population health particularly: The services support individuals to have the opportunity to build independence skills and reduce dependency on the health and social care system.

Recommendations / views of the Health and Care Advisory Group:

This report has not been presented to HCAG.

Public and Patient Implications:

Those accessing the service have been identified as having eligible needs under the Care Act 2014.

Quality Implications:

The services support quality outcomes for people to be able to live in their own home.

How do the proposals help to reduce health inequalities?

The service delivers whole life support to vulnerable adults including ensuring individuals have access to a healthy lifestyle and routine medical checks.

What are the Equality and Diversity implications?

There are no negative equality and diversity implications associated with this report, see the Equality Impact Assessment at Appendix A.

What are the safeguarding implications?

There are no safeguarding implications associated with this report. Where safeguarding concerns arise as a result of the actions or inactions of the provider and their staff, or concerns are raised by staff members or other professionals or members of the public, the Safeguarding Policy will be followed.

What are the Information Governance implications? Has a privacy impact assessment been conducted?

Personal data relating to the delivery of the services is held by the Council and Provider and may include information on those accessing the service, officers of the Council and employees of the Provider. The Provider and the Council must comply with the provisions of the General Data Protection Regulation and the Data Protection Act 1998 in relation to their handling of this data and this is underpinned by relevant and appropriate provisions governing the handling of data in contractual terms and conditions

Risk Management:

There will be a continued dialogue between commissioners and the provider to ensure best value is delivered against the contract resource with a view to working towards service developments that realise savings going forward. These will be delivered through contract performance management and working in partnership with neighbourhood teams

Access to Information:

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



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1. INTRODUCTION

Learning Disability supported Accommodation for Adults with a Learning Disability Living in Their Own Home

- 1.1 The Learning Disability Supported Accommodation Contracts currently support 290 people across 36 properties in the Borough delivered by both in house and external providers. The accommodation ranges from shared houses to extra care schemes with individual flats. The contracts deliver 24 hour support in terms of a whole life approach that enables people to develop daily living skills and independence, have access to their local community and activities and maintain their health and wellbeing. The accommodation is provided by a number of registered social landlords who work with the support providers and individuals to ensure tenancies are able to be maintained.
- 1.2 Permission was given on 29 June 2019 to re-tender the service to ensure continued delivery to a vulnerable client group for a contract period of up to 5 years commencing 1 April 2020. The re-tender, supported by the Council's procurement partner STAR, was carried out utilising the Greater Manchester Ethical Learning Disability and Autism Flexible Purchasing System (GMFPS). The GMFPS is for high-quality providers that have a track record in delivering person-centred and outcome-focused packages which will support people with learning disabilities and autism to be independent at home, learn new skills and connect with others. For inclusion on the GMFPS providers must be rated good or above by the Care Quality Commission.
- 1.3 The tendering exercise consisted of 5 contract areas for which tenderers could submit for more than one contract. The evaluation of the contract included both a quality and price element with the most economically advantageous tenderers awarded contracts. The 5 contracts were awarded as follows to commence 1 April 2020 for a period of five years:

PROVIDER AND SERVICE AREA	NUMBERS OF PEOPLE & PROPERTIES
Area 1 Turning Point	33 people 10 properties (shared houses)
Area 2 Community Integrated Care	23 people 8 properties (shared houses)
Area 3 Creative Support	27 people 9 properties (shared houses)
Area 4 Creative Support	35 people 7 properties (shared houses, 1 x extra care scheme)
Area 5 Community Integrated Care	31 people 3 properties (extra care schemes)

- 1.4 Following contract award and subsequent allocation of contract terms and conditions to awarded tenderers, reference was made to the contract price and consideration to NLW increases for 20/21 as the pricing schedule in the tender had required bidders submit tender costs at 2019/20 prices "the current year's delivery costs" due to the NLW uplift being unknown at that time.

1.5 Of the awarded providers, Community Integrated Care and Turning Point highlighted the issues as outlined above in that their submission of a competitive bid did not include NLW increases for year one (2020/21). They were clear that based on the 2019/20 prices as requested in their submissions the delivery of the service was not sustainable, and has subsequently resulted in the providers not signing the contracts with the delivery of the service at risk whilst it is against assumed T&Cs until the NLW issues are addressed and incorporated into the contract.

1.6 In order for the provider to meet its legal obligations to pay staff at the NLW, the Council entered into negotiations with the providers to establish the required increase in the contract prices for a number of reasons:

- Potential reputational damage to the Council should it not support a provider financially within the contract price to meet its obligation to pay NLW.
- Market failure and disruption to services of a vulnerable group should the provider be unable to continue to deliver the service.
- Additional costs to the Council and sector in completing a further tender exercise should the provider terminate the contract.
- The service is delivered to meet assessed need under the Care Act 2014, therefore the Council has a statutory responsibility to provide the service.

1.7 The Providers have demonstrated their flexibility in reviewing service delivery to identify the resource required to meet the NLW increases that they themselves are required to invoke. The identified increases are as follows:

Provider and Service Area	Price (£000)	Uplift for NLW (£000)	Increase from NLW (%)	Uplift for Change in Needs (£000)	Increase from Change in Needs (%)	Revised Contract Price 20/21 (£000)	Budget 20/21 (£000)	Revised Over-spend (£000)
Area 1 Turning Point	2,015	104	5.16%	85	4.21%	2,204	2,015	189
Area 2 Community Integrated Care	1,375	58	4.24%	-	-	1,433	1,375	58
Area 5 Community Integrated Care	1,262	53	4.21%	-	-	1,315	1,271	44
Total	4,652	215	4.62%	85	1.83%	4,952	4,661	291

The total overspend against Adult Services 20/21 revenue budget for Supported Accommodation is therefore £206,000 arising from uplifts for the National Living Wage, and £84,864 to meet increased needs, making a total of £291k against a budget of £4,652k (6.25%)

- 1.8 Open dialogue has taken place with the providers STAR Procurement, the Council's Commissioning Team and Finance section to review the revised contract process to ensure these were in line with NLW requirements and ensure no other economic benefits were included. The dialogue has concluded the NLW uplifts to the contract price which includes an increase in the provider's hourly rates that would also need to be realised should additional support or services be required during the current year's delivery. The increases in hourly rates are:

Provider and Service Area	Tendered Hourly Rate	NLW Hourly Rate
Area 1 Turning Point	£14.87 Day Support/Waking Night £91.35 Sleep In	£15.60 Day Support/Waking Night £98.19 Sleep In
Area 2 Community Integrated Care	£14.88 Day Support/Waking Night £92.34 Sleep In	£15.48 Day Support/Waking Night £97.74 Sleep In
Area 5 Community Integrated Care	£14.88 Day Support/Waking Night £92.34 Sleep In	£15.48 Day Support/Waking Night £97.74 Sleep In

- 1.9 STAR Procurement has advised that the increased values sit below the 10% and the non-substantial change definition set out in the Public Contracts Regulations 2015. In addition, STAR Procurement have also reviewed the tender submission evaluation and concluded that the economic balance of the agreement has not changed in favour of the supplier who remain the highest ranking in relation to contract award. There will be a continued dialogue between commissioners and the provider to ensure best value is delivered against the contract resource with a view to working towards service developments that realise savings going forward. These will be delivered through contract performance management and working in partnership with neighbourhood teams.

Lomas Court – Extra Care and Support for Adults 18-65 With A Sensory And/Or Physical Disability

- 1.10 The service is provided by Liberty Support Services at Lomas Court extra care scheme. The service delivers support to 20 adults who have been assessed as having eligible needs as defined in the Care Act 2014. The contract delivers support based on promoting independence around daily life skills and developing relationships in the community.
- 1.11 The Agreement commenced 1 April 2017 for 3 years with the option to extend for up to 2 further years authorised by Strategic Commissioning Board on 4 September 2019. The service delivers 224 core hours per week and overnight support. Individual hours are also purchased in addition to the core hours to meet the assessed needs of the Service User.
- 1.12 On 26 March 2020, an Executive Decision authorised the fee levels payable for service provision across Adult Services as per an annual review to ensure they were reflective of market conditions and the Strategic Commission's medium term financial planning assumptions. The increases reflected contractual obligations and the need to contribute to provider stability and sustainability to support the delivery of improved outcomes for residents.
- 1.13 Liberty Support Services, as part of the fee level annual review, submitted revised costs to the service in January 2020 indicating an annual delivery cost of £178,796.80 which was included in the Executive Decision report.

- 1.14 In April 2020, the provider reported that their original calculation for the annual delivery costs was only based on the day core hours of 224 hours and that the night hours had been omitted in error. The full cost of the contract in 2019/20 was £215,270, including both day core hours and night hours.
- 1.15 The provider reported the night hours costs as follows;
- 8 hours per night x 7 nights = 56 hours per week x 52 weeks = 2,912 hours per year
 - 21,912 x £15.35 = £44,699.20 additional cost per annum
- 1.16 The revised annual price has therefore increased to £223,496 per annum, an increase of 25% from the original uplift price submission which sits within the 50% cap on modification values set out in the Public Contracts Regulations 2015 as advised by STaR Procurement. On a 'like-for-like' basis, the annual increase in the cost of the contract is 3.82%.
- 1.17 Whilst acknowledging the increased cost has arisen because of an accounting error by the current provider, the revised price is reflective of the cost of the service over the past three years, and it is further recognised that without the additional funding to cover the night time hours the service would not be financially viable.

2. PROPOSAL

- 2.1 The Council has, for a number of years supported people who have complex needs to live successfully in their own homes in the community. Having providers delivering supported accommodation contracts across the borough has allowed individuals to move away from institutionalised settings to ordinary housing in the community.
- 2.2 There is the need for the service in terms of continuing to support vulnerable groups of individuals in the community rather than expensive in-patient or residential placements.
- 2.3 It is proposed that, in order to support the sustainability of the market in meeting its obligations to meet NLW costs, the revised annual contract prices are considered and approved.

3. VALUE FOR MONEY

Learning Disability supported Accommodation for Adults with a Learning Disability Living in Their Own Home

- 3.1 The providers have submitted a competitive bid which included both a quality and price element. The providers have worked closely with the Council's commissioning and finance representatives of the Council to recognise the impact of the NLW on the price submission for year one (2020/21).
- 3.2 The providers have demonstrated their flexibility in reviewing service delivery to identify the resource required to meet the NLW increases that they themselves are required to invoke.

Lomas Court

- 3.3 Liberty Support Service has provided this service over the past three years to a good quality at a very competitive price established via tender in 2016/17. The provider has worked closely with the Council's commissioning and finance representatives to establish a realistic and efficient cost for the night hours which will keep the contract price competitive whilst ensuring the service is financially viable.
- 3.4 There will be a continued dialogue between commissioners and the providers for both learning disability supported accommodation and Lomas Court to ensure best value is delivered against the contract resource with a view to working towards service developments

that realise savings going forward. These will be delivered through contract performance management and working in partnership with neighbourhood teams.

4. ALTERNATIVES CONSIDERED

4.1 There are three main options moving forward:

- Close the service
- Do nothing approach
- Support the Providers to meet NLW obligations

Service Closure

4.2 The service user group are people with a learning, sensory and/or physical disability who have complex needs and who will need levels of support for the remainder of their lives. Closing services could mean a return to residential and institutional care given individuals require support to be able to maintain their tenancy in the community such a return would require specialist placements that would be at a significantly higher cost than the current community option in place.

Do Nothing Approach

4.3 If the Council does not meet the providers obligation to pay staff at the NLW, the following implications may occur:

- Reputational damage should the Council not support a Provider within the contract price to meet its obligation to pay NLW
- Market failure and disruption to services of a vulnerable group should the provider be unable to continue to deliver the service
- Additional costs to the Council and sector in completing a further tender exercise should the provider terminate the contract

Support the Providers to meet NLW obligations

4.4 There is a need to support the providers to meet their NLW obligations to ensure continuity of service provision to a vulnerable group who have been identified as having eligible needs under the Care Act 2014.

5. CONCLUSION

5.1 This report seeks approval to increase the annual contract fees for 2020/21 in line with meeting NLW obligations.

6. RECOMMENDATIONS

6.1 As set out at the front of the report.

APPENDIX A

Subject / Title	Contract Variation to meet National Living Wage costs
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Team	Department	Directorate
Joint Commissioning and performance Management Team	Adults	Adults

Start Date	Completion Date
13 August 2020	13 August 2020

Project Lead Officer	Trevor Tench
Contract / Commissioning Manager	Denise Buckley
Assistant Director/ Director	Stephanie Butterworth

EIA Group (lead contact first)	Job title	Service
Denise Buckley	Team Manager JC&PMT - Adults	Adults
Trevor Tench	Service Unit Manager	Adults

PART 1 – INITIAL SCREENING

An Equality Impact Assessment (EIA) is required for all formal decisions that involve changes to service delivery and/or provision. Note: all other changes – whether a formal decision or not – require consideration for an EIA.

The Initial screening is a quick and easy process which aims to identify:

- *those projects, proposals and service or contract changes which require a full EIA by looking at the potential impact on, or relevance to, any of the equality groups*
- *prioritise if and when a full EIA should be completed*
- *explain and record the reasons why it is deemed a full EIA is not required*

A full EIA should always be undertaken if the project, proposal and service / contract change is likely to have an impact upon, or relevance to, people with a protected characteristic. This should be undertaken irrespective of whether the impact or relevancy is major or minor, or on a large or small group of people. If the initial screening concludes a full EIA is not required, please fully explain the reasons for this at 1e and ensure this form is signed off by the relevant Contract / Commissioning Manager and the Assistant Director / Director.

1a.	What is the project, proposal or service / contract change?	The proposal is for a review of contract costs in line with NLW requirements
1b.	What are the main aims of the project, proposal or service / contract change?	To offer support based on the principles of rehabilitation, aimed at supporting people with a learning disability to live independently

1c. Will the project, proposal or service / contract change have either a direct or indirect impact on, or relevance to, any groups of people with protected equality characteristics? Where there is a direct or indirect impact on, or relevance to, a group of people with protected equality characteristics as a result of the project, proposal or service / contract change please explain why and how that group of people will be affected.

Protected Characteristic	Direct Impact/Relevance	Indirect Impact/Relevance	Little / No Impact/Relevance	Explanation
Age	✓			The service is for individuals aged 18+. Those individuals under the age of 18 will have access to care and support via Children's Services.
Disability			✓	
Ethnicity			✓	
Sex			✓	
Religion or Belief			✓	
Sexual Orientation			✓	
Gender Reassignment			✓	
Pregnancy & Maternity			✓	
Marriage & Civil Partnership			✓	
Other protected groups determined locally by Tameside and Glossop Strategic Commission?				
Group (please state)	Direct Impact/Relevance	Indirect Impact/Relevance	Little / No Impact/Relevance	Explanation
Mental Health			✓	The service supports individuals to

				live in their own home and build and maintain skills for independent living. In doing that, the service actively seeks to ensure the individual is included as a valued and active member of the wider community.
Carers			✓	
Military Veterans			✓	
Breast Feeding			✓	
Are there any other groups who you feel may be impacted by the project, proposal or service/contract change or which it may have relevance to? <i>(e.g. vulnerable residents, isolated residents, those who are homeless)</i>				
Group <i>(please state)</i>	Direct Impact/Relevance	Indirect Impact/Relevance	Little / No Impact/Relevance	Explanation
N/A				

Wherever a direct or indirect impact or relevance has been identified you should consider undertaking a full EIA or be able to adequately explain your reasoning for not doing so. Where little / no impact or relevance is anticipated, this can be explored in more detail when undertaking a full EIA.

1d.	Does the project, proposal or service / contract change require a full EIA?	Yes	No
			✓
1e.	What are your reasons for the decision made at 1d?		

If a full EIA is required please progress to Part 2.

PART 2 – FULL EQUALITY IMPACT ASSESSMENT

2a. Summary

2b. Issues to Consider

2c. Impact/Relevance

2d. Mitigations (<i>Where you have identified an impact/relevance, what can be done to reduce or mitigate it?</i>)	
<i>Impact/Relevance 1 (Describe)</i>	<i>Consider options as to what we can do to reduce the impact/relevance</i>
<i>Impact/Relevance 2 (Describe)</i>	<i>Consider options as to what we can do to reduce the impact/relevance</i>
<i>Impact/Relevance 3 (Describe)</i>	<i>Consider options as to what we can do to reduce the impact/relevance</i>
<i>Impact/Relevance 4 (Describe)</i>	<i>Consider options as to what we can do to reduce the impact/relevance</i>

2e. Evidence Sources

2f. Monitoring progress		
Issue / Action	Lead officer	Timescale
<i>Required</i>	<i>Required</i>	<i>Required</i>

Signature of Contract / Commissioning Manager	Date
Signature of Assistant Director / Director	Date

Guidance below to be removed from the completed EIA template submitted to Executive Board, Executive Cabinet or Strategic Commissioning Board (SCB)

- **Tameside & Glossop Strategic Commission**
- **Equality Impact Assessment (EIA) Guidance**

The purpose of an EIA is to aid compliance with the public sector equality duty (section 149 of the Equality Act 2010), which requires that public bodies, in the exercise of their functions, pay 'due regard' to the need to eliminate discrimination, victimisation, and harassment; advance equality of opportunity; and foster good relations. To this end, there are a number of corporately agreed criteria:

- An Equality Impact Assessment (EIA) is required for all formal decisions that involve changes to service delivery. All other changes, whether a formal decision or not, require consideration for the necessity of an EIA.
- The decision as to whether an EIA is required rests with the relevant Project Lead or Contract / Commissioning Manager, in consultation with the appropriate Assistant Director / Director where necessary. Where an EIA is not required, the reason(s) for this must be detailed within the appropriate report by way of a judgement statement.
- EIAs must be timely, with any findings as to the impact or relevance of a change in policy or procedure which affects residents, the public, service users, patients or staff, being brought to the attention of the decision maker in the body of the main accompanying report. As such, EIAs must be conducted alongside the development of any policy change, with appropriate mitigations integrated into its development where any potentially detrimental or inequitable impact is identified.

How to complete the EIA Form

EIAs should always be carried out by at least 2 people, and as part of the overall approach to a service review or service delivery change. Guidance from case law indicates that judgements arrived at in isolation are not consistent with showing 'due regard' to the necessary equality duties.

Part 1 – Initial Screening

The Initial Screening is a quick and easy process which aims to identify:

- those projects, proposals and service / contract changes which require a full EIA by looking at the potential impact on, or relevance to, any of the equality groups
- prioritise if and when a full EIA should be completed
- explain and record the reasons why it is deemed a full EIA is not required

A full EIA should always be undertaken if the project, proposal and service / contract change is likely to have an impact upon, or relevance to, people with a protected characteristic. This should be undertaken irrespective of whether the impact or relevance is major or minor, or on a large or small group of people. If the initial screening concludes a full EIA is not required, please fully explain the reasons for this at 1e and ensure this form is signed off by the relevant Contract / Commissioning Manager and Assistant Director / Director.

Wherever a direct or indirect impact or relevance has been identified you should consider undertaking a full EIA or be able to adequately explain your reasoning for not doing so. Where little / no impact or relevance is anticipated, this can be explored in more detail when undertaking a full EIA.

The table below is an example of what part 1c of the screening process may look like. In this example we have used a review of the services delivered at Children's Centres and the impact or relevance this may have.

<p>1c. Will the project, proposal or service / contract change have either a direct or indirect impact on, or relevance to, any groups of people with protected equality characteristics?</p>
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Where there is a direct or indirect impact on, or relevance to, a group of people with protected equality characteristics as a result of the project, proposal or service / contract change please explain why and how that group of people will be affected.				
Protected Characteristic	Direct Impact/Relevance	Indirect Impact/Relevance	Little / No Impact/Relevance	Explanation
Age	✓			Children's Centre services are targeted to the 0 to 5 age group
Disability		✓		Some Children's Centre users may be disabled
Ethnicity		✓		Children's Centre users come from a range of ethnic backgrounds
Sex		✓		Children's Centres aren't sex specific but evidence shows service users are predominantly women
Religion or Belief			✓	
Sexual Orientation			✓	
Gender Reassignment			✓	
Pregnancy & Maternity	✓			Children's Centres provide services to pregnant women
Marriage & Civil Partnership			✓	
NHS Tameside & Glossop Clinical Commissioning Group locally determined protected groups?				
Mental Health			✓	

Carers		✓		
Military Veterans			✓	
Breast Feeding	✓			Children's Centres provide services to pregnant women and new mothers
Are there any other groups who you feel may be impacted by the project, proposal or service/contract change or which it may have relevance to? <i>(e.g. vulnerable residents, isolated residents, low income households, those who are homeless)</i>				
Group (please state)	Direct Impact/Relevance	Indirect Impact/Relevance	Little / No Impact/Relevance	Explanation
Lone Parents		✓		Children's Centre users may include lone parents
Disadvantaged families	✓			Children's Centres support the most disadvantaged families, with an aim to reduce inequalities in child development and school readiness.

Part 2 – Full Equality Impact Assessment

If a full EIA is required then part 2 of the EIA form should be completed.

2a. Summary

In this section you should:

- Explain the reason why the EIA was undertaken i.e. the main drivers such as a change in policy or legislation etc. This can be a combination of factors.
- Outline what the proposals are
- Summarise the main findings of the EIA - what are the main impacts or relevancies of the change in policy and what protected characteristic groups do they effect?
- Summarise what measures have been put in place to mitigate any negative impact or relevance and how the success of these measures will be monitored

It may be useful to complete this section towards the end of the EIA process.

2b. Issues to Consider

In this section you should give details of the issues you have taken into consideration when coming to your proposals / recommendations and outline the protected characteristic group(s) affected - Age, Ethnicity, Disability, Sex, Sexual Orientation, Religion / Belief, Gender Reassignment, Pregnancy/Maternity, Marriage/Civil Partnership, and how people associated with someone with a particular characteristic (i.e. a carer of a disabled and / or elderly person may be affected (you can refer to the information in 1c identifying those groups who may be affected).

Considerations should include (but are not limited to):-

- Legislative drivers. How have you considered the Equality Act, and the elimination of discrimination, victimisation and harassment, and the three arms of the PSED in coming to a decision / set of proposals i.e. the need to take into account the specific needs of disabled people above and beyond the general needs of other service users? You should consider similar circumstances where a similar service has been provided and changed, and whether this has been challenged. What rules / laws was it challenged under, and what lessons have you taken from this? This can include things such as Judicial Reviews or cases considered by the relevant Ombudsman.
- Comparative data and examples of learning from other areas / benchmarking (linked to legal issues as above)
- Financial considerations. How have your recommendation / proposals been shaped by finances / resources available (please note –legal rulings have indicated that the need to make savings alone is not likely to be deemed sufficient on its own to justify reduction in services – evidence of assessment of impact and relevance is required to ensure a safe and sound decision)
- Service user information. What information do you hold about service users and patients and their protected characteristics? How does this compare to comparative data i.e. national / regional picture?
- Consultation, engagement & feedback. What work has been done to ensure interested parties have been made aware of proposed changes, and that comments have been recorded and have the opportunity to influence the final decision? You should detail when consultation took place, those involved i.e. staff, service users, timescales. Any consultation should be timely in order to ensure that all participants are able to contribute fully.

2c. Impact/Relevance

Use this section to outline what the impact or relevance of the changes being proposed is likely to be based on the evidence, and consultation & engagement? Will there be a disproportionate impact on, or relevance to, particular group/s? Does the evidence indicate that a particular group is not benefiting from the service as anticipated? What are the uptake / participation rates amongst groups? Where a greater impact on, or relevance to, a particular group is recorded, is this consistent with the policy's aims? Does the project, proposal and service / contract change include provision for addressing inequality of delivery / provision?

Try to distinguish clearly between any negative impacts or relevancies that are or could be unlawful (which can never be justified) and negative impacts or relevancies that may create disadvantage for some groups but can be justified overall (with explanation). Similarly, does the evidence point to areas of good practice that require safeguarding? How will this be done?

2d. Mitigations

Where any potential impacts or relevancies have been identified as a result of the EIA, you should detail here what can be done to reduce or mitigate these.

2e. Evidence Sources

Use this section to list all sources of information that the EIA draws upon. Evidence can include surveys & questionnaires, policy papers, minutes of meetings, specific service user consultation exercises, interviews etc

NB – this section is not asking you to give details of your findings from these sources, just the sources from which evidence and considerations were drawn.

2f. Monitoring Progress

Use this section to identify any ongoing issues raised by the EIA, how these will be monitored, who is the lead officer responsible and expected timescale.

Sign Off

Once the EIA is complete this should be signed off by the relevant Contract / Commissioning Manager and the Assistant Director / Director.