

READING BOROUGH COUNCIL

REPORT BY EXECUTIVE DIRECTOR OF ADULT CARE & HEALTH SERVICES

TO:	POLICY COMMITTEE		
DATE:	22 JUNE 2020		
TITLE:	NEW EMERGENCY DUTY SERVICE CONTRACT - SOCIAL CARE & HOMELESS PROVISION		
LEAD COUNCILLOR:	CLLR TONY JONES	PORTFOLIO:	ADULT SOCIAL CARE
SERVICE:	ADULT SOCIAL CARE	WARDS:	ALL
LEAD OFFICER:	MELISSA WISE	TEL:	Ext 74945
JOB TITLE:	ASSISTANT DIRECTOR COMMISSIONING, TRANSFORMATION & PERFORMANCE	E-MAIL:	Melissa.wise@reading.gov.uk

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1.1 The Emergency Duty Service (EDS) is a joint arrangement responsible for all social services emergencies and statutory duties, which arise outside normal office hours (including out of hours homelessness support). The service is hosted, and managed, within the People's Directorate of Bracknell Forest Council, and is responsible for all client groups (Adults & Children's' Social Care Emergencies) of the six local authorities of Berkshire.
- 1.1.2 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 appropriate local authority's day time services. In terms of volume, during 2019/20 approximately 500 referrals from Reading service users were actioned by the EDS per month.
- 1.1.3 The current agreement for the service expires in June 2020. A new agreement is to run for a seven-year period from June 2020 - May 2027 which still includes all six Berkshire local authorities. To ensure continuity of service in the event of any of the parties wishing to terminate, a minimum of twelve months' notice by either the host authority or partner is required.
- 1.1.4 To note, Brighter Futures for Children access this service as part of a Service Level Agreement with the Council. The total contract value is £2,766,330. This paper makes recommendations for a proposed replacement contract.

2. RECOMMENDED ACTION

- 2.1 That Policy Committee agree to granting delegated authority to the Executive Director of Adult Social Care and Health Services in consultation with the Lead Councillor for Adult Social Care and the Assistant Director of Legal and Democratic Services to enter into a joint arrangement with Bracknell Forest Borough Council to supply out of hours Emergency Duty Service for Reading.**

3. POLICY CONTEXT

- 3.1 The Emergency Duty service is a statutory service that needs to be provided by all local authorities under the Care Act 2014. Namely in Part 1 of the Act - Care & Support the duty to:**

‘The general duty of a local authority, in exercising a function under this Part in the case of an individual, is to promote that individual’s well-being’ and “Well-being”, in relation to an individual, means that individual’s well-being so far as relating to any of the following—..... (b) physical and mental health and emotional well-being; (c) protection from abuse and neglect..... (h) suitability of living accommodation

- 3.2 The service positively reflects Readings Council’s equality and diversity policies and procedures, ensuring that services take account of issues of ethnicity, race, culture, disability, religion, sexuality and gender.**
- 3.3 The service promotes community safety by being available to those in crisis 365 days per year, 24 hours per day. It offers a reliable support to other professional services, for example the police, fire service and the NHS.**

4. THE PROPOSAL

4.1 Current Position

The current service is provided by Bracknell Forest BC under a joint arrangement as outlined below.

- 4.2 The Council has a statutory duty to respond to social care emergencies 24 hours a day, 7 days a week. The Council discharges this duty through a joint contract which provides an emergency social work service outside of normal office hours, in partnership with the other authorities in Berkshire, led by Bracknell Forest BC.**

- 4.3 The service was originally an internal service when Berkshire was a County Council. When the County Council split into the 6 unitary authorities, Bracknell retained the staff and facilities used for running the service and an agreement was put in place that Bracknell would continue to run the service on behalf of the other Berkshire authorities.**

- 4.4 The joint arrangement has been renewed a number of times over the years, the current iteration of the contract expires on the 06th June 2020.**

- 4.5 The objectives of the Service are:**

- To respond to emergency referrals where immediate Social Care intervention is required to safeguard a vulnerable child or adult;
- To offer a single point of access whereby all referrals/calls will be screened, signposted, advice and information offered or, if meeting statutory criteria, be passed to the social worker for action;
- To undertake initial screening for those individuals who find themselves in need of emergency accommodation.

4.6.1 Options Proposed

4.6.1 Enter into a new joint arrangement with Bracknell Forest Borough Council for the provision of the service (Recommended Option)

4.6.1.1 Directors of Adult Social Services across the Berkshire local authorities have been in dialogue regarding this service over the last 18 months. Individual local authorities have, over this period, reviewed alternative options for delivery. In December 2019, on the back of a joint workshop, they all committed to proceeding with a joint arrangement across the six authorities. This is due to the challenges and financial implications of delivering an individual stand-alone service per authority and also the commitment from Bracknell Forest Council to modernise the service offer and provide an alternative financial model to ensure equity across the service. It is therefore recommended that the Council signs up to the new joint contract proposed by Bracknell Forest.

4.6.1.2 This service offers value for money by reducing the cost of the first year of the service by over £37,000. The costs will be reviewed annually to ensure costs match use and benefits for Reading service users. In addition, a new and improved monitoring schedule and reporting system based on outcomes for our service users will be implemented. This includes 19 KPI's, and will enable more data and management information to be analysed and used effectively.

4.6.1.3 The lead authority has provided consultation forums to gain feedback from partners to make improvements to the new contract and the new monitoring takes advantage of new reporting and management information available through the year. Internally, Reading BC plans to review the service regularly with Brighter Futures for Children to ensure spend and outcomes are closely monitored.

4.6.2 Other Options Considered

4.6.2.2 To do nothing

This service is a statutory requirement for local authorities. Doing nothing will mean the current contract comes to an end in June 2020 and the service will cease. This would leave the Council in breach of its statutory duties and put vulnerable people at risk unnecessarily. This option is therefore not recommended.

4.6.2.3 Deliver an EDS Service for Reading internally

The Council analysed the costs of running this service internally and they were prohibitively high, and higher than the current service, in terms of additional staffing that would need to be taken on, supplements to unsocial hours payments and overheads for operating the service. It would be poor value for money to attempt to set this service up as an internal service and run it

ourselves. In the current climate we would not be in a position to run this service as a stand-alone. This option is therefore not recommended.

4.6.2.4 Advertise the opportunity to find an alternative provider for the service

Whilst it is possible that there are other organisations that could provide this service, such contracts normally only achieve value for money by sharing costs across multiple authorities. As a lone authority we would seek to buy into an existing service or expect a provider to deliver a service just for Reading. The chance of buying into an existing service is small as most contracts are closed services and research has shown us that going on our own would cost more money as we wouldn't benefit from the economies of scale or the spreading of overhead costs. However the new arrangement that has been committed to by the Directors of Adult Social Care will give Reading an opportunity to review the service on an on-going basis during the life of the contract and consider options in the future. This option is therefore not recommended.

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 The Council's current Corporate Plan priorities have been reframed during the pandemic to provide clarity of purpose and the three - point strategic framework that has been adopted is based around the following three broad priorities:

- To support and protect vulnerable children and adults by ensuring the social care system continues to function effectively;
- To support the people who are most vulnerable and isolated in our communities;
- To support businesses and the local economy, and secure Reading's economic recovery.

5.2 The proposed contract is relevant to the first two of these priorities.

5.3 The Council's six priorities remain in place, and the strategic priorities above for the pandemic sit alongside them. This contract supports the most relevant priority, "Protecting and enhancing the lives of vulnerable adults and children".

6 ENVIRONMENTAL AND CLIMATE IMPLICATIONS

6.1 The Council declared a Climate Emergency at its meeting on 26 February 2019.

6.2 The Council aims to minimise the impact of any climate or environmental change wherever and whenever possible. As the EDS service is predominantly a call/referral service there is likely to be a low environmental and climate impact. Public transport will be used where possible but in these exceptional times we will abide by the Government rules during the Covid 19 period to support vulnerable children and adults where transport is required out of hours.

6.3 It is acknowledged that there are certain activities which would not in normal times reflect the approach we would take in accordance with the declaration, such as the provision and supply of Personal Protective Equipment, which is often single use, not recyclable and therefore will have a carbon impact if this is required to be used during the current Covid 19 pandemic.

7. COMMUNITY ENGAGEMENT AND INFORMATION

7.1 Consultations between the six local authorities in Berkshire and the Clinical Commissioning Groups began in early 2019.

7.2 The lead authority, Bracknell Forest has reviewed usage, costs and staffing requirements, held a number of events to inform stakeholders of intentions and to provide a forum for questions to be answered.

8. EQUALITY IMPACT ASSESSMENT

8.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to:

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

8.2 An Equality Impact Assessment was considered, however there is no change to the service provided to people and no evidence or reason to believe that any (racial, disability, gender, sexuality, age and religious belief) groups may be affected any differently than others. However, an assessment is being completed in parallel to provide guidance.

9. LEGAL IMPLICATIONS

9.1 The Council intends to enter into this agreement with Bracknell Forest Borough Council under s101 of the Local Government Act 1972 which enables a local authority to enter into arrangements for the discharge of its functions jointly with, or by, one or more other local authority.

This is a joint agreement exclusively between multiple authorities which implements both cooperation in achieving common objectives and is governed solely by considerations relating to the public interest. As such, this contract is exempt from the need to be procured under Public Contract Regulations 2015.

9.2 It will be necessary to enter into a formal agreement with Bracknell Forest, Forest Council for the provision of the Emergency Duty Service. The draft contract has been reviewed and amended following feedback from Legal Services. This agreement will take account of the need for the out of hours services for children and families to be accountable to Brighter Futures for Children.

10. FINANCIAL IMPLICATIONS

10.1 Value for Money (VFM)

The new agreement provides an improved monitoring framework with 19 KPI's reported monthly; a Project Board with key stakeholders meeting bi-monthly; daily reports and calls on previous use of service overnight/weekends and proposed monthly meetings internally with key stakeholders for close monitoring of this contract with commissioning. This is an opportunity to closely review the contract and ensure the service is managed effectively, analyse the data efficiently and ensure clients' needs are met out of hours for both Adult Social Care and Brighter Futures for Children respectively.

10.2 Bracknell Forest Council have been able to indicate the different levels of usage between the local authorities purchasing the service under the joint contract. In the main costs have increased year on year. The last 5-years are outlined below with 2020/21 being the new contract start.

Spend	Total Adult Social Care and BFfC £'s
2015/16	276,959
2016/17	318,344
2017/18	352,664
2018/19	317,022
2019/20	433,841
2020/21	395,190

10.3 Benefits and savings from 2020/21

The proposed cost to the Council has reduced by **£37,716** from 2019/20 rates as a result of effective negotiation and the following contract additions are offered:

- An enhanced level of performance data will be presented on a monthly basis
- Daily calls to RBC teams on previous day/weekends
- 19 KPI's which will be reported against monthly, incl. increased data monitoring
- Bi-monthly project boards will allow dedicated Commissioning & Operational reps from the Council to monitor spend against actions
- The split of fees across partners in Year 2 will be reviewed in December 2020 based on data accrued in the next 7 months

10.4 The lifetime cost of the contract is £2,766,330. While the split of cost for Year 2 is to be provided in December 2020 to ensure that the figure is based on use and agreed prior to the new financial year. This will be done for each year of the contract.

10.5 The Year 1 costs to the Council (20/21) are **£395,190** and broken down as follows:

£67,850 equal shared costs (i.e. the standard amount charged to each partner)

£327,340 variable cost (i.e. costs dependent on the time EDS spends delivering service per LA)

- 10.6 The new contract estimates a year 1 cost to Reading Borough Council of £395k, £38k less than the cost for 19/20. However, the contract value fluctuates depending on how much the service is used and therefore it is not proposed to build in savings at this stage, this will be reviewed as part of the Council's budget setting process for 20/21.
- 10.7 There is budget available within the Adult Social Care Directorate to fund their share of the service with the remainder paid by Brighter Futures for Children.
- 10.8 Reading has the highest variable cost of the purchasing partners - because Reading generates the highest level of activity (based on 2019/20 data).

11. BACKGROUND PAPERS

- 11.1 None