

LONDON BOROUGH OF CROYDON

DATE OF DECISION	<i>To be inserted:</i>	
REPORT TITLE:	Single Advocacy Service – Contract Extension	
CORPORATE DIRECTOR / DIRECTOR:	<p>Bianca Byrne, Director of Adult Social Care Commissioning, Policy & Improvement Annette McPartland, Corporate Director Adult Social Care & Health (DASS & Calidcott Guardian)</p> <p><i>Guidance: For Cabinet, Council, or Executive Mayor Decision must list the Corporate Director</i></p>	
LEAD OFFICER:	<p>Thomas Taylor; Senior Contract and Commissioning Officer for Mental Health & Shirley Moyes – Strategic Commissioning Manager for Mental Health</p> <p><i>Guidance: usually person seeking decision / report author</i></p>	
LEAD MEMBER:	<p>Councillor Yvette Hopley, Cabinet Member for Health and Social Care</p> <p><i>Guidance: Delete row if Mayor Decision or N/A</i></p>	
DECISION TAKER:	The Executive Mayor Jason Perry	
KEY DECISION?	No	REASON: The cost of the contract extension is under the £1m financial criteria for a Key Decision.
CONTAINS EXEMPT INFORMATION?	NO	Public
WARDS AFFECTED:	All	

1 SUMMARY OF REPORT

- 1.1 The purpose of this report is to seek approval for an additional 18 month extension beyond the existing contract end date of 31st March 2023, from 01st April 1st 2023 – 30th September 2024.
- 1.2 The original contract was awarded on the 08th February 2018 (CCB reference: CCB1321/17-18) for a term of 3 years from 31st March 2018 to 30th April 2021 following an open competitive procurement process, with the option to extend for an additional two years, with the total contract value when awarded as £1,741,255. The contract was awarded to Advocacy for All, who work alongside MIND in Croydon and provide the service's mental health elements.

- 1.3 In April 2021, under the Extra Ordinary Investing in our Borough report, the contract was extended for 2021/22, enacting the first allowed-for extension period. As part of the extension negotiation for 2021/22, a £10,000 reduction in contract value was agreed upon, reducing the yearly contract value to £338,251pa. The contract has a second permitted extension for 2022-2023 but it has not been approved under the Authority's governance procedures making the contract non-compliant with our Tender and Contract Regulations.
- 1.4 An 18 month extension from 01st April 2023 – 30th September 2024 will enable the time needed to improve the existing contract and allow for the development of a new Advocacy model that is sustainable, robust, and in line with proposed changes to the Mental Health Act and the introduction of Liberty Protection Safeguards.

2 RECOMMENDATIONS

The Executive Mayor is recommended to:

- 2.1 Approve an extension by way of variation of the Single Advocacy Service contract awarded to Advocacy For All from 1st April 2023 until 30th September 2024 at an additional cost of £507,376 (for a maximum aggregated contract value of £2,232,825), for the reasons set out in the report.

3. REASONS FOR RECOMMENDATIONS

- 3.1 The recommendation to extend is to enable sufficient time to understand changes to the Mental Health (MH) Act and the Mental Capacity Act, especially around Advocacy and Deprivation of Liberty Safeguards (DoLS). It will allow time for a clearer understanding of the proposed changes regarding demand, resources, operational issues, IT systems, and training, specifically around LPS (Liberty Protection Safeguards) being offered from the age of 16 years old. The implications of the additional demand from changes to the eligibility and criteria will have to be included in the scope of the contract, which may have implications for future funding. [The Care Act: Transition from childhood to adulthood \(scie.org.uk\)](https://www.scie.org.uk)
- 3.2 The proposed changes to the Mental Health Act sets out what needs to change in both law and practice in order to deliver a modern mental health service that respects the patient's voice and empowers individuals to shape their own care and treatment. It also made recommendations on how to address the disparities in how the act affects people from black, Asian and minority ethnic minority (BAME) backgrounds. [Reforming the Mental Health Act - GOV.UK \(www.gov.uk\)](https://www.gov.uk)
- 3.3 Another proposed change to Advocacy is Culturally appropriate advocacy (CAA) – Department of Health and Social Care (DHSC) Department of Health and Social Care have commissioned pilots to develop models for delivering Culturally appropriate advocacy (CAA) for people from ethnic minority backgrounds who access mental health services. The pilot providers have been testing models of CAA in inpatient and community settings. It is unclear if the pilot will progress further or if it will form part of the final Mental Act proposals and if it will become statutory or no statutory advocacy, Culturally Appropriate Advocacy Pilot (CAAP) – Empower Consultants
- 3.4 However, the above changes to the Mental Health Act and the implementation of the Liberty Protection Safeguards are delayed. Procuring a new Advocacy contract before these changes are implemented is likely to result in having a contract in place that would require significant changes, including increasing funding in respect to the Liberty Protection Safeguards due to the age threshold, which is will be from the age of 16 rather than 18.

- 3.5 Existing Quality Assurance data from Advocacy for All and Mind lacks any qualitative information, so it is unclear why some referrals take longer to resolve, what actual work/tasks have been completed, any challenges and how KPI's are achieved.
- 3.6 Capacity within the Mental Health Commissioning Team may be limited due to another procurement exercise taking place within the next 6 months.
- 3.7 The requested 18 month extension allows time to address ongoing issues regarding the cost of Spot Purchase and implementing a clearer and robust Quality Assurance Workbook, which will inform the type of Advocacy model we will procure next, such as assessing whether a hub and spoke model is the best way of managing costs and referrals between two providers.
- 3.8 As part of the work going forwards, there will be some exploration as to whether the Adults and Children's Advocacy services can be a joined-up procurement exercise. The report author recommends this option due to the proposed advocacy opt-out option for all Looked after Children, which is a recommendation from The Independent Review of Children's Social Care and a similar recommendation regarding the proposed Mental Health Act changes relating to Independent Mental Health Advocate (IMHA) for voluntary/informal patients. The recommended extension will allow sufficient time to explore the implication regarding increased referrals for both children's and adult advocacy. [Why we need a reset for children's advocacy - The Independent Review of Children's Social Care \(children-social-care-independent-review.uk\)](#) [Reforming the Mental Health Act - House of Commons Library \(parliament.uk\)](#)
- 3.9 Liberty Protection Safeguards will apply to people in care homes, hospitals, supported accommodation, Shared Lives accommodation and their own homes, Liberty Protection Safeguards will apply to everyone from the age of 16 years, so there is a need to have sufficient time to understand the implications around increase referrals both in terms of numbers, but also cost before a full Procurement exercise can start.

4 BACKGROUND AND DETAILS

- 4.1 In 2018 the council undertook a procurement exercise with the aim of selecting a single provider to deliver both statutory and select non-statutory advocacy services. The initial contract length was three (3) years with the option to extend for a further 2 periods of up to 12 months (3+1+1) for a total of five (5) years. The contract was awarded to Advocacy for All, who subcontract mental health elements of the service to MIND in Croydon. (CCB reference: CCB1321/17-18).
- 4.2 In April 2021, under the Extra Ordinary Investing in our Borough report, the contract was extended for 2021/22, enacting the first allowed-for extension period. As part of the extension negotiation for 2021/22, a £10,000 reduction in contract value was agreed upon, reducing the yearly contract value to £338,251. The contract has a second permitted extension for 2022-2023 but it has not been executed under the Authority's governance procedures making the contract non-compliant with our Tender and Contract Regulations. However, the provider has continued delivering the service, and has continued to work alongside the authority in accordance with the contract. The provider through discussions with the Mental Health Commissioning Team are in agreement with the proposed extension.
- 4.3 Below is a breakdown of the statutory and non-statutory elements of the service. It is important to note the key distinction between statutory and non-statutory advocacy services is the referral method. Self-referrals are considered as non-statutory and only those made on a client's behalf are considered statutory under the relevant

Service / Reason for Referral	Statutory / Non-Statutory	Provider	Legislation
Eligibility under the Care Act	Statutory	Advocacy for All	Care Act 2014 The advocacy duty will apply from the point of first contact with the local authority and at any subsequent stage of the assessment, planning, care review, safeguarding enquiry or safeguarding adult review. If it appears to the authority that a person has care and support needs, then a judgement must be made as to whether that person has substantial difficulty in being involved and if there is not an appropriate individual to support them. An independent advocate must be appointed to support and represent the person for the purpose of assisting their involvement if these two conditions are met and if the individual is required to take part in one or more of the following processes described in the Care Act 2014.
NHS Complaint	Statutory	Advocacy for All	NHS Complaints Independent Advocacy Service - Health & Social Care Act 2012 The NHS Complaints Advocacy Service was set up in April 2013, replacing the Independent Complaints Advocacy Service (ICAS), which provided support to people wishing to make a complaint about the NHS.
IMHA (Independent Mental Health Advocacy)	Statutory	MIND	Mental Health Act 2007 (responsibility for this provision transferred to local authorities in the Health & Social Care Act 2012) Independent mental health advocacy services were introduced to safeguard the rights of people detained under the Mental Health Act 2007 and those on community treatment orders (CTOs).
IMCA (Independent Mental Capacity Advocacy)	Statutory	Advocacy for All	Mental Capacity Act 2005 The right to an independent mental capacity advocate was introduced by the Mental Capacity Act 2005. The Act gives some people who lack capacity a right to receive support from an independent mental capacity advocate.
DoLS (Deprivation of Liberty Safeguards)	Statutory	Advocacy for All	Mental Capacity Act 2005 The right to an independent mental capacity advocate was introduced by the Mental Capacity Act 2005. The Act gives some people who lack capacity a right to receive support from an independent mental capacity advocate.
Mental Health Advocacy	Non-Statutory	MIND	The IMHA service is restricted to "qualifying" clients defined by the Act, and is open to adults of all ages. The non-statutory service is restricted to adults of working age with a (self-defined) mental illness. This is a service for general professional advocacy support. Open to ages 18-65 only and anyone can access this service with experience of mental ill health (including self-referrals).
Learning Disability Advocacy	Non-Statutory	Advocacy for All	People with learning disabilities sometimes need more support to get their views and wishes heard.
Self-referral	Non-Statutory	N/A	General advocacy covers a wide range of client groups and issues, where statutory types of advocacy do not apply. We work with people who have learning disabilities, learning difficulties, mental health issues, autism or Asperger's, or some other kind of substantial difficulty. Advocacy, depending on the area you live, may cover some of the following issues that people face, such as: <ul style="list-style-type: none"> • Housing • Benefits • Complaints • Parenting or child protection processes • Employment • Rights

4.4 While outlined in greater detail below the provider is heavily focused on the statutory elements of the service, with around 90% of the service hours focused on the statutory provision. The remaining 10%, while not statutory, is recommended to include in the extension as self-referrals prevent admissions into care services and provide a significant amount of cost avoidance. The non-statutory elements will be reviewed as part of this additional 12-month extension with a view to seeking different ways of delivery to ensure best value duty.

CURRENT SERVICE

- 4.5 The contract was initially awarded on a block contractual arrangement with a fixed price of £348,251pa for up to 14,411 hours pa of advocacy across all service/referral areas. Discussions in November 2021 with Advocacy For All have reduced the spend by £10,000 to £338,251pa.
- 4.6 KPIs for the contract were originally based on the number of hours delivered for each service / reason for referral. Due to shifting demand, the KPIs no longer reflect the delivery resulting in large discrepancies in the differing service/referral areas. For example Care Act referrals are currently at 296% of the original target and Deprivation of Liberty Safeguards (DoLS) are at 35% of the original target.
- 4.7 As part of any agreed extension, the KPI's and Outcomes will be reviewed with the intention of them being aligned with the National Advocacy Outcomes Framework developed by NDTI.
[Advocacy_framework.pdf \(ndti.org.uk\)](https://www.ndti.org.uk/advocacy-framework.pdf)

An example of these outcomes is below:

<p>1. Independence and Wellbeing</p>	<p>Service users are able to learn and develop skills that lead to a greater independence or allow minimal support and reduce dependence and inactivity</p>	<p>Qualitative:</p> <ul style="list-style-type: none"> · Service User feedback/Outcome Star · Case studies · Evidence of networking and partnership working <p>Quantitative:</p> <ul style="list-style-type: none"> · No of clients supported · No of new referrals · Route of referrals (e.g. self etc) · No of onward referrals and by type of service referred to · No of referrals made by phone, face-to-face, written and/or email
	<p>Service users can take meaningful risks or are encouraged to do things by themselves and they fully understand their rights and responsibilities</p>	<p>Qualitative:</p> <p>risks or are encouraged to do things by themselves and they fully understand their rights and responsibilities</p> <ul style="list-style-type: none"> · Service User feedback · Case studies <p>Quantitative:</p> <ul style="list-style-type: none"> · % of service users reporting high satisfaction with services received
	<p>Service users are able to live as independently as possible and can overcome perceived barriers</p>	<p>Qualitative:</p> <ul style="list-style-type: none"> · Service User feedback/Outcome Star · Outcome star · Case studies <p>Quantitative:</p> <ul style="list-style-type: none"> · % of service users reporting high satisfaction with services received · Service user survey

- 4.8 Overall, the provider has reported an average delivery of 10,465 hours (75%) for the whole of the 5-year contract to date, this is significantly lower than the original contract agreement. However, due to the contract not being appropriately reviewed to reflect the current need, the discrepancies in the differing areas has had an impact in the delivery on the contract in terms of capacity and achieving some of the

outcomes. There are also some questions around the recording of activity, having undertaken a deep dive into the practice of the provider the hours delivered are likely to be higher.

- 4.9 Ongoing discussions are underway to reduce the focus of having set hours for each advocacy task and allow the provider to use the agreed block budget to focus on the areas of advocacy that are a priority rather than being tied down to set number of hours. This should allow Advocacy For All to have flexibility in how its uses the block funding.
- 4.10 Quality was less of a focus in the KPIs; however, discussions with the provider have demonstrated competence and a well-received service by social workers and service users, but low rates of referrals, especially from Deprivation of Liberty Safeguards (DOLs) office and social workers for Relevant Person's Representative (RPR) and Independent Mental Capacity Advocacy (IMCA) are a concern and will need reviewing with a clear action plan as part of any agreed extension.
- 4.11 Continuation of the Single Advocacy Contract until 30th September 2024 will result in improved efficiencies being achieved:
- A more streamlined, standardized, and efficient KPI and Outcome model based on the National Advocacy Outcomes Framework developed by NDTI. [Advocacy_framework.pdf \(ndti.org.uk\)](#).
 - A reduction in the number of spot purchases made through improved referral pathways and improved contract management due to improved contract management and oversight including quarterly contract and quality assurance visits.
 - Developing a clearer Advocacy model that is aligned with the proposed Mental Health Act changes and the introduction of the Liberty Protection Safeguards and provides the best value through existing and robust contract management.
 - The requested additionally extension will allow commissioning to work closely with our Transition Team and relevant stakeholders such as South London and Maudsley (SLaM) to develop a new costing model in light of the expected increases of people seeking advocacy in particular around Liberty Protection Safeguards (LPS) from the age of 16 years old.

5 ALTERNATIVE OPTIONS CONSIDERED

5.1 Options Considered, Risks and recommended option:

Options	Advantages	Disadvantages	Risks
Options 1: Extend beyond the final permitted extension (Recommended) Additional Extension from 1 st April 2023 to September 30 th 2024	This option would fulfill our statutory obligations. But due to delayed changes regarding the Mental Health Act and Liberty Protection Safeguards, there is a request for a further extension to allow contract management and quality assurance work to be in place and review the existing advocacy model, this work will then inform the proposed larger commissioning exercise, in addition	This option may carry additional risk due to the number of years the contract would have been in place with the same provider, thus risk a challenge from the provider market regarding the lack of opportunities to apply for new business.	Full analysis of PCR 2015 Regulation 72 has been undertaken. Given the analysis (Appendix 1) it is considered that this extension is compliant with the PCR 2015. Continued engagement with the market about the current and future opportunities available will mean that challenge is unlikely
Option 2: Run another procurement process now? (not recommended)	This option would meet our statutory obligations and minimize the risk of external challenges. If this option were to go ahead, the contract would be required to be 1+1 years in order to allow for the larger commissioning exercise	This may put off a lot of providers as well as require a large number of resources. , We are unclear when the proposed changes to the Mental Health Act and Liberty Protection Safeguards will be in force.	This runs the risk of creating a lot of uncertainty for the current provider and the market The existing provider has sufficient knowledge of these proposed changes and the local market, which would enable the Council to have

			a clearer understanding of what kind of advocacy model needs to be in place
Option 3 -- Extend only the statutory elements of the contract – Not Recommended	The statutory elements of the contract comprised 84% of the hours delivered during 2021/22 with the remaining 16% being non-statutory. As outlined above the difference between statutory and non-statutory is the referral method	Non-statutory referrals operate as a preventative measure in many ways with those being supported not requiring further services due to stress or a deteriorating condition.	Under the proposed Mental Health Act changes, non-statutory advocacy is likely to form part of statutory advocacy. Similar to informal patients having a statutory right to an IMHA, those in the community on MHA restrictions (CTO, Guardianship, Conditional Discharge) will also become statutory Draft Mental Health Bill 2022 - Joint Committee on the Draft Mental Health Bill (parliament.uk)
Option 4: Do nothing – Not Recommended	N/A	The contract expired on 31/03/2023 with the provider continuing to carry out the service in the absence of any other instruction	If the contract were to end now, the council would be in breach of it's statutory obligations

5.2 There are minimal identified risks as the request is for the agreement of an additional 18-month extension, which is outside of the current awarded contract.

5.3 The following risks have been identified and are being actively managed within the service:

Risk	Mitigation
Risks to service delivery - delays arising from the extension not being in place before the current contract expires by the 31 st March 2023	The current timescales allow for sufficient time to invoke the permitted extension, as this is covered under the terms of the current awarded contract, alongside an additional extension. Failure to agree to the additional extension could have a significant impact, which will need to be mitigated at a service level. This may result in spot purchasing services that are above the block costs.
Risk that the services do not deliver	The contract will expired on 31/03/2023 with the provider continuing to carry out the service in the absence of any other instruction. If the contract were to end now, the council would be in breach of it's statutory obligations.

6 CONSULTATION

6.1 Not applicable at this stage.

7. CONTRIBUTION TO COUNCIL PRIORITIES

- 7.1.1 The statutory elements are considered Essential Spend under "expenditure required to deliver the council's provision of statutory services at a minimum possible level. The service, therefore, meets the following Essential Spend criteria:
- 7.1.2 Expenditure on goods and services which have already been received and properly invoiced for **The Contract is in its 5th year and has well-established processes in place regarding invoicing, there has been no issues regarding invoicing the Council for the agreed amounts**
- 7.1.3 Expenditure to better the situation: Improves the situation and prevents it from getting worse by ensuring access to statutory advocacy provisions, **enabling vulnerable adults to be supported to make decisions that affect their care and well-being in line with the principles within the Care Act, and ensuring that the Council fulfills its statutory requirements.**

8. IMPLICATIONS

8.1 FINANCIAL IMPLICATIONS

- 8.1.1 The Advocacy for All contract is currently paid from Cost centre: C13112 – Care Act.
- 8.1.2 The service is funded via the Better Care Fund (BCF); this allocation is ring-fenced for this specific service in accordance with the agreed schemes of the Better Care Fund.
- 8.1.3 **Revenue and Capital consequences of report recommendation**

	Current Year	Medium Term Financial Strategy – 3 year forecast		
	2022/23 £'000	2023/24 £'000	2024/25 £'000	2025/26
Revenue Budget Available				
Expenditure Income	£338,251	£338,251	£169,125 until 30 th September 2024.	
Effect of decision from report				
Expenditure Income	338,251	338,251	£169,125 until 30 th September 2024.	
Remaining Budget	0	0	0	

Capital available	Budget				
Expenditure					
Income					
Effect of decision from report					
Expenditure					
Income					
Remaining Budget					

Comments approved by Mirella Peters on behalf of the Director of Finance. (Date 6 March 2023)

9 PROCUREMENT IMPLICATIONS

- 9.1 The contract expires on the 31st of March 2023, A procurement cannot be completed in a timely enough manner to comply with our statutory obligations. In addition, due to the above reasons relating to legislative changes and the potential to expand the scope of the procurement through a joined-up commissioning exercise between Adults and Children.
- 9.2 This service falls under the Light Touch Regime of the PRC 2015.
- 9.3 A full analysis of PCR 2015 Regulation 72, is completed and set out below. Given the analysis (below) it could be considered that this extension is compliant with the PCR 2015. Continued engagement with the market about the current and future opportunities available will mitigate the risk of challenges.

PCR 2015 Compliance Analysis

An analysis of PCR 2015 Regulation 72 (Modification of Contracts During their Term) was undertaken and it is believed that this extension could be considered compliant with regulation 72 1(e) which states:

"Contracts and framework agreements may be modified without a new procurement procedure in accordance with this Part in any of the following cases:—

(e) where the modifications, irrespective of their value, are not substantial within the meaning of paragraph (8);"

The extension is considered to fall within the exemption provided by Regulation 72 (1) (e) on the basis that it is not a substantial modification within the tests set out in Regulation 72(8):f:

"(8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:—"

<i>(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;</i>	The contract does not alter in character, only the term. Therefore it is not a substantial change in respect of this criteria.
<i>(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have—</i>	The original tender was an open tender in line with PCR 2015 and Light Touch Regime.

<p><i>(i) allowed for the admission of other candidates than those initially selected,</i> <i>(ii) allowed for the acceptance of a tender other than that originally accepted, or</i> <i>(iii) attracted additional participants in the procurement procedure;</i></p>	<ul style="list-style-type: none"> - (i) due to this being a compliant open tender following a full evaluation process, the contract was awarded to the bidder who received the highest score. - (ii) This extension does not change the scope of the contract that was originally tendered for. - (iii) This contract was procured using an open tender. The Term of the contract would have had minimal impact, if any, on whether a provider would have bid for the contract. <p>Therefore it is not a substantial change in respect of this criteria.</p>
<p><i>(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement;</i></p>	<p>There was a £10,000 reduction was agreed and will be applied to years 5 and 6.</p> <p>Therefore the economic power has not shifted in favour of the contractor</p>
<p><i>(d) the modification extends the scope of the contract or framework agreement considerably;</i></p>	<p>The services do not differ in scope and an 18m extension to a five-year contract is not considered to extend the scope considerably. It should be noted that the value of services would fall below the light touch threshold if a new 18 Month contract was directly awarded.</p>
<p><i>(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in paragraph (1)(d).</i></p>	<p>The same provider has provided this contract throughout.</p> <p>Therefore it is not a substantial change in respect of this criteria.</p>

10 LEGAL IMPLICATIONS

- 10.1 The Executive Mayor has the power to exercise executive functions pursuant to s9E of the Local Government Act 2000 and has the power to delegate those functions.
- 10.2 At present the delegations in the Council's Tenders and Contracts Regulations have been superseded by the Executive Mayor's Scheme of Delegation following the introduction of the Mayoral Model and the specific delegations in the annual procurement plan approved by the Executive Mayor in Cabinet on 16th November 2022.
- 10.3 Whilst the Executive Mayor had delegated the authority to approve the variation, the recommendation does not reflect the delegation and authority to approve is therefore retained by the Executive Mayor
- 10.4 The Council is under a duty to comply with the Public Contracts Regulations 2015 (PCR). The contract was awarded for three years, with the option to extend for two years. The second year's permitted extension was invoked without a compliant governance process being followed. This is a matter of internal governance and does not affect compliance with PCR. Exercise of said option is therefore compliant with PCR. Officers have undertaken analysis of PCR compliance in respect of the further extension and concluded this falls within the 'safe harbour' of regulation 72.
- 10.5 The Council is under a general Duty of Best Value to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness (Section 3 of the Local Government Act 1999 (as amended by s137 of the Local Government & Public Involvement in Health Act 2007).

Commented [LS1]: This should be a separate heading and is for Procurement officers to complete and sign off. I suggest you move appendix A content into this section

Approved by Kiri Bailey, Head of Commercial and Property Law, on behalf of the Director of Legal Services.

11 EQUALITIES IMPLICATIONS

11.1 The Council has a statutory duty to comply with the provisions set out in the Sec 149 Equality Act 2010. The Council must therefore have due regard to:

- eliminate discrimination, harassment, victimization 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.

11.2 The Liberty Protection Safeguards will improve the care provided to service users in respect of age, by reducing the age for advocacy to 16, disability as the safeguards improve care to people with regard to mental health and race by ensuring that the service provided is culturally appropriate and in alignment with the needs of the Global Majority and other racialized groups.

11.3 When a service is contracted out both the contractor and the public authority that commissioned the service have to give due regard to the three principles of the General Duty as set out above. Any supplier that is exercising public functions also has an obligation to fulfil the general duty.

11.4 The Contract Management Framework is required to work within the framework of the Equality Strategy 2020- 2024. The deliverables in the Equalities Strategy should be incorporated into the Contract Management Framework and policy documents as detailed below:

11.5 "Outline how the proposed contract(s) will comply with the Public Sector Equality Duty outlined in Section 4 of the EQIA; and meet the outcomes of the Council's equality strategy, particularly:

- i. All Council contracts contribute towards delivering our equality objectives
- ii. Council contractors are inclusive and supportive of vulnerable groups
- iii. Ensure that every strategy, delivery plan, council contract and staff appraisal has an equality objective linked to it.
- iv. That contractors be requested to adopt Croydon's Equality and George Floyd Race Matters Pledges"

11.6 The Equalities Strategy including the Pledges named above, are provided to all bidders during the tendering stage of the procurement process. Social Value objectives also mirror the Council's commitments to equalities and diversity.

11.7 Approved by: Denise McCausland – Equality Programme Manager 6 March 2023

OTHER IMPLICATIONS

12 GDPR Compliance

A new DPIA is not needed for the extension as nothing has changed. There are no proposed changes to the service delivery or contract as a result of the permitted extension or the additional extension and therefore no impact on the current DPIA.

13 London Living Wage

Advocacy for All use a combination of paid staff and volunteers to deliver their services. Mind in Croydon (who sub-contract) are a registered LLW provider.

14 APPENDICES

None

15. BACKGROUND DOCUMENTS

N/A

16. URGENCY

- 16.1: The contract is in its final permitted contract period and will end on the 31st of March 2023. The provider has stated that by the end of February 2023, it will need to inform its staff about redundancies; therefore the request for an extension of 18 months is urgent to enable the Council to meet its statutory requirements.