

**Forward Plan reference number:** Not applicable

<b>Report title:</b> Implementation of the Essex County Council Contact Tracing Service	
<b>Report to:</b> Councillor David Finch, Leader of the Council	
<b>Report author:</b> Mike Gogarty, Director, Public Health, Wellbeing and Communities	
<b>Date:</b> 27 June 2020	<b>For:</b> Decision
<b>Enquiries to:</b> Chris French, Head of Public Health and Wellbeing - <a href="mailto:chris.french@essex.gov.uk">chris.french@essex.gov.uk</a>	
<b>County Divisions affected:</b> All Essex	

## **1 Purpose of Report**

- 1.1 This report asks the Leader of the Council to agree to make the necessary arrangements to have a contact tracing service in place in Essex and Southend on Sea by 29 June 2020.

## **2 Recommendations**

- 2.1 To agree to the grant determination conditions from the Department of Health and Social Care (DoHSC) in relation to grant funding of £5,783,212 to set up a contact tracing service in Essex.
- 2.2 To agree that the Director, Public Health, Wellbeing and Communities in consultation with the Director, Legal and Assurance, be authorised to agree the terms of and enter into a Data Sharing Agreement with Public Health England
- 2.3 To agree that the Director, Public Health, Wellbeing and Communities be authorised to enter into an agreement with Southend-on-Sea Borough Council (SBC) in relation to the provision of £270,000 of funding from SBC to the Council to fund the provision of a contact tracing service in Southend-on-Sea for a 12 month period and a Data Sharing Agreement.
- 2.4 To agree that the Director, Public Health be authorised to enter into funding agreements and information handling protocols with the twelve Borough, City and District councils, and SBC in relation to the provision of funding for Environmental Health Officers to support outbreak control in Essex and Southend-on-Sea.
- 2.5 To agree that the Director, Public Health, Wellbeing and Communities in consultation with the Director, Legal and Assurance and Executive Director, Finance and Technology, be authorised to award a contract to Provide CIC for the provision of a contact tracing service in Essex and Southend for a period of twelve months at a value of £1.77m, commencing on 29 June 2020, with an option to extend for up to one year.

- 2.6. To delegate authority to the Executive Director, Place and Public Health, in consultation with the Director, Public Health, Wellbeing and Communities to agree increases in capacity and costs for the contact tracing service provided by Provide CIC up to a maximum of £3.8m.

### **Summary of issue**

- 3.1 On 27 May 2020, the Department of Health and Social Care (DoHSC) announced its plan to launch the national 'NHS Test and Trace' service.
- 3.2 As part of the DoHSC plans, it was confirmed that although the central service will be run by Public Health England, local authorities would be asked to support, and set up contact tracing services within their respective local areas, and as part of this would need to develop their own outbreak control plans, working in partnership with their regional Public Health England (PHE) colleagues, local NHS and other stakeholders. Local authorities are to be responsible for identifying and containing potential outbreaks in high risk settings such as schools, care homes and workplaces.
- 3.3 The Council propose to deliver the service by commissioning an external provider to deliver the contact tracing service (the "Service") on behalf of Essex and Southend-on-Sea Borough Council. This will be delivered through a dedicated call handling service with the provision of specialist staff with skills in contact tracing investigations.
- 3.4 Officers are working to develop an outbreak control plan for Essex and Southend-on-Sea which will also set up governance for the contact tracing service. The final outbreak control plan for Essex and Southend-on-Sea will be subject to a separate decision and is outside of the scope of this report.

### **Contact Tracing**

- 3.5 The purpose of the national contact tracing service is to help identify, contain and reduce the spread of coronavirus. People who test positive for the virus will be contacted by the Service and will be asked to share information about their recent contacts and self isolate for 14 days.
- 3.6 Analysis will be undertaken of the contacts to establish whether they are linked with other positive tests and whether there is an outbreak. This process will ensure consistency in approach and ensure that appropriate quality control and governance measures can be robustly applied.
- 3.7 Specific outbreak control plans will be implemented for particular settings such as schools, care homes, workplaces, vulnerable groups and high-risk settings or communities.
- 3.8 The Service in Essex and Southend-on-Sea will deal with cases referred to it by Public Health England who will provide the Council with information twice daily in relation to new cases in Essex where they wish us to assist. Subject to paragraph 3.11, this information will be shared with the Contact Centre for

contact tracing to commence and also, if appropriate, with District and Borough Councils (for example where an outbreak of cases is identified in a setting such as a workplace). The Council will be required to make regular returns to PHE. The Council is required to enter into a data sharing agreement with PHE which sets out the roles and responsibilities of the Council and PHE and the requirements for the Council sharing the data to facilitate the contact tracing service. Where the Council is required to share data, it will seek to put in place third party agreements to ensure that it can meet the PHE data sharing requirements. Data Sharing will not take place until third party agreements are in place and the agreements will permit the Council to stop sharing data and terminate the agreement for breach of data sharing terms..

- 3.9 The Council's Public Health Commissioners are working with ECC's Technology Services to commission and install new technology that will allow for data sharing from a single platform for stakeholders to have access so as to minimise the amount of data sharing.

### **External Provider – Provide CIC**

- 3.10 Commissioners have been in dialogue with Provide CIC in relation to the delivery of the Service. Provide CIC are currently commissioned by the Council to deliver the integrated Essex Sexual Health Service and the newly formed Essex Welfare Service and therefore are ideally placed to deliver the call handling service. They also have a number of suitably experienced staff who can deliver more specialist support for the purpose of contact tracing investigations. It is intended that the Council will initially commission Provide CIC to provide 25 staff including call handlers and specialist staff. This does not represent a full capacity service which could be 50 staff at an annual cost to the Council of £3.8m. The contract terms and conditions will include provisions for the Service to be adapted to meet demand and it is requested that authorisation for any adaptation in provision will be delegated to Executive Director, Place and Public Health.
- 3.11 It is anticipated that Provide CIC will work with subcontractors including Anglian Community Enterprises (ACE) who deliver the NHS Health Checks Service on behalf of the Council and also with Phoenix Futures, Open Road and Peabody who currently deliver specialist support to vulnerable groups including rough sleepers and those with alcohol and substance misuse issues on behalf of the Council.
- 3.12 Provide CIC has demonstrated both the willingness and ability to respond to immediate needs, with the implementation of the Essex Welfare Service (formerly the Essex Lifestyle Service) which they were able to achieve within a matter of weeks. This included training of staff and ensuring the necessary telephone and technological support was in place.
- 3.13 The contract value for the twelve months is to be £1.77m based on 25 staff. For reasons of extreme urgency brought about by the circumstances which are unforeseen by the Council, a contract will be directly awarded to Provide CIC as the Council must commence the contact tracing service by 29 June 2020 and as such, there is no time to conduct a competitive procurement exercise. The

contract will include robust measures and indemnities in relation to data sharing and data protection, and also give the Council the ability to adapt and manage the service in line with demand. Termination provisions will be included to allow the Council to end the contract should it not be required, and also extend the provision should it be required for longer than the 12 months.

### **Southend-on-Sea and District and Borough Support**

- 3.14 SBC has asked to share in the Council's contact tracing contract with Provide CIC. The Council has made arrangements to meet this request and SBC requirements will be included in the contract with Provide CIC.
- 3.15 SBC have agreed to provide twelve months funding of £270,000. This will represent £270,000 of the £1,77m total cost to the Council. The Council will enter into an agreement with SBC to formalise the arrangements for this and future calculation of payments beyond twelve months.
- 3.16 The DoHSC plans set out the expectation for the Council to work with other District, Borough and City Councils in relation to outbreaks. The Council has been working with City, District and Borough Councils for the provision of Environmental Health Officer (EHO) support for outbreaks in particular settings, such as prisons, workplaces, care homes etc. They have statutory powers to close certain premises in certain circumstances.
- 3.17 The Council has agreed to pay £50,000 to each District and Borough Council to assist with this support and will enter into an agreement with each Council to set out the terms of this. There will also be a requirement for each Council to enter into arrangements related to data sharing.

## **3 Options**

- 4.1 **Option 1 – Accept the DoHSC grant conditions, enter into arrangements with SBC and District and Boroughs and Award a Contract to Provide CIC for delivery of the contact tracing service in Essex (Recommended Option)**

This will enable the Council to discharge its responsibilities as imposed by the DoHSC and the means to directly and positively influence through partnership working with district and borough colleagues, as well as CCGs and primary care, in order to reduce the risk of spread of coronavirus amongst Essex residents.

- 4.2 **Option 2 – Accept the DoHSC grant conditions, enter into arrangements with SBC and District and Boroughs and Run a Competitive Process to procure a contact tracing service**

Due to the DoHSC requirements, the Service needs to be in place by 29 June 2020, at the latest. In the circumstances, there is insufficient time to undertake a competitive procurement. Even if there was further time permitted, due to the impact of responding to the impact of coronavirus, potential providers wishing to bid for the new contract are unlikely to be able to respond to any tender opportunity. This option is therefore not recommended.

#### **4.3 Option 3 – Do Nothing**

Do nothing: The DoHSC makes it a requirement of local authorities to provide a local contact tracing service in order to support the national effort. The failure to implement local plans would inevitably pose the risk of spread of the virus thus impacting on local communities and the economy. This option is therefore not recommended.

### **4 Next Steps**

#### **4.1 Issues for consideration**

#### **4.2 Financial implications**

4.2.1 The contact tracing service is a new service, delivered under the Public Health umbrella, which is not included within the existing Public Health grant for 2020/21. Central Government announced £300m for the national scheme on 22 May 2020 of which £5.78m has been allocated to Essex and is ringfenced, being used solely to fund expenditure lawfully incurred to deliver the contact tracing service in accordance with the grant terms and conditions. There have been no indications from Central Government that this funding will be continuing.

4.2.2 Whilst the grant will be paid to ECC under a grant agreement with DoHSC, it is conditional for those Authorities in two tier areas to work closely with their District partners, giving Districts the opportunity to deliver the outcomes that this grant is meant to support. ECC have engaged with Districts, requesting support from Environmental Health Officers who can discharge powers in the event of needing to close certain premises in certain circumstances, and will be passporting £50,000 to each of the 12 Districts for which funding agreements will be drawn up.

4.2.3 As the level and length of demand for the contact tracing service is currently unknown, the contract with Provide CIC is designed to be able to flex as the level of demand varies. Initially for 12 months, it is anticipated that 25 staff will be required to deliver the call handling service however this could increase to up to 50 staff (full contract) if needed. It can be demonstrated that the contract delivers value for money as the costs are based on a staffing structure. The number of staff within this at each grade is known and the salaries are based on a national pay structure. In addition these and the applied overhead can be benchmarked against other services. There is also a value for money consideration in that Provide CIC also deliver Essex Welfare services element of the Essex Covid response and where people test positive they can also check their welfare requirements delivering a seamless integrated service.

4.2.4 SBC have asked to share in the Council's contact tracing contract with Provide CIC. They have received their own allocation for contact tracing of which they will be passporting £270,000 to ECC as their contribution for the 12 month contract. This is included in the financial implications shown below.

4.2.5 The financial implications for both the initial contract and the full contract for 12 months can be seen in the table below;

£000s	<b>Initial Contract 12 mths</b>	<b>Full Contract 12 mths</b>
Provide CIC Contract	1,770	3,540
Existing contracts (Health and Justice)	180	180
Districts - Environmental Health Officers	600	600
<b>Test and Trace Service Cost</b>	<b>2,550</b>	<b>4,320</b>
Southend Borough Council contribution	(270)	(540)
<b>ECC Test and Trace Service Cost</b>	<b>2,280</b>	<b>3,780</b>
Test and Trace Service Grant	(5,783)	(5,783)
<b>Funding remaining</b>	<b>(3,503)</b>	<b>(2,003)</b>

4.2.6 At this stage, it is anticipated that no further funding will be made available by Central Government. The balance of the funding remaining shown above allows the Council to flex both in terms of the number of calls and cases to be investigated through the Provide CIC contract but also in terms of time frame. Should the demand continue beyond the initial 12-month period the cost of any extension will need to be reassessed at that point and be contained within the remaining grant funding.

4.2.7 There is a risk of clawback, grant reduction, suspension or it being withheld if the condition for the funding to be spent on contact tracing service delivery is not met. To minimise the risk for the Council, the contact tracing service and grant have been set up with their own coding structures to ensure that there is transparency, capturing the spend and funding separate from Public Health funding, which will enable spend and funding levels to be closely monitored. The grant is expected to be measured as part of the annual grant return for Public Health but in the event that not all of the grant funding given is utilised it will need to be returned.

4.2.8 In addition, a robust funding agreement will be set up with Districts to not only address the levels of funding to be shared amongst partners but will also address the issue of potential clawbacks should a partner fail to comply with the terms of the funding.

### **4.3 Legal implications**

4.3.1 The Service requires complex data sharing and reporting requirements to ensure its success. For the purposes of the data, the Council will be considered a Data Controller for the purposes of the GDPR and will need to ensure that data is shared and processed legally. Provide CIC will be data processor and the district and borough councils controllers of the data shared by the Council.

- 4.3.2 The Council will need to publish a privacy notice, detailing how it will share the data it receives and will need to enter into information handling agreement with the City, District and Borough Councils.
- 4.3.3 The Council wishes to enter into a contract with Provide CIC to provide the Service. The Council is a contracting authority for the purposes of the Public Contracts Regulations 2015 and is required to procure services in accordance with its terms. The implementation of the Service is matter of extreme urgency and the Council can rely on the provisions of Regulation 32 (c). The COVID-19 circumstances present extreme urgency and the expectation that the Council will implement a contact tracing system by 29 June 2020 are out of the Council's control. There is insufficient time to run a competitive procurement process.
- 4.3.4 **It should be noted that the agreement with Public Health England relating to data sharing exposes the Council to a number of legal and risks as it required to give an indemnity and it is accountable for use of data by contractors and by the district councils. We will as far as possible seek to pass on the risks to district councils.**
- 4.3.5 **It should also be noted that the service may involve sharing information with a person's employer in order to identify their contacts at work. This would be a lawful disclosure if it is necessary to promote public health. However, to comply with the law and minimise the risk of justified complaints it is important that contact tracers are clear with those they speak to about how their information may be used.**

## **5 Equality and Diversity implications**

- 5.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful.
  - (b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - (c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 5.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).

5.3 The equality impact assessment indicates that the proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

5.4 The proposed new contract will in fact ensure the sustainability and increased reach of services, supporting even more diverse and emerging communities, by ensuring a flexible and responsive service.

## **6 List of appendices**

7.1 Equality Impact Assessment

## **7 List of Background papers**

N/A

<b>I approve the above recommendations set out above for the reasons set out in the report.</b>	<b>Date</b>
<b>Councillor David Finch, Leader of the Council</b>	

**In consultation with:**

<b>Role</b>	<b>Date</b>
<b>Councillor John Spence, Cabinet Member for Health and Adult Social Care</b>	26 June 2020
<b>Executive Director, Finance and Technology (S151 Officer)</b> <b>Stephanie Mitchener on behalf of Nicole Wood</b>	26 June 2020
<b>Director, Legal and Assurance (Monitoring Officer)</b> <b>Paul Turner</b>	26 June 2020

### **Exemption from call in**

I agree that it is in the best interests of the Council for this decision to be implemented urgently and therefore this decision is not subject to call in (paragraph 20.15(xix) of the constitution applies).

**Councillor Mike Mackrory – Chairman of the Corporate Policy and Scrutiny Committee**

**Date: 27 June 2020**



Notice of a proposal to take a key decision not on the forward plan was given to the Chairman of the Corporate Policy and Scrutiny Committee on 19 June 2020