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| <b>Approved By:</b><br><br>Charles Garbett, acting Chief Executive and Treasurer (s151 officer)  | <b>Classification of Paper:</b><br><br>Not Protectively Marked |
| <b>Report to PCC</b>   | <b>Report reference number PCC/</b><br><br>PCC/0013/13         |
| <b>Date of Decision</b><br><br><b>Date of Report:</b> 29 March 2103  | <b>Area of County/Stakeholders affected</b><br>Countywide      |
| <b>Title of report:</b> 2013/14 funding to the Essex Drug and Alcohol Action Team to maintain the support to Youth Offending services across Essex County previously funded from Youth Justice Board Grants. |  |
| <b>Report by:</b>  |  |
| <b>Enquiries to:</b> Duncan Taylor, Research & Analysis Manager, Essex County Council  |  |

## 1. Purpose of report

- 1.1. To seek approval to allocate £130,908 to the Essex Drug and Alcohol Action Team (Essex County Council Public Health) to continue to maintain the specialist support and advisory function provided to Essex Youth Offending Services under the existing "Choices" contract for the provision of services relating to substance misuse by Young Offenders ("the Contract").

## 2. Recommendations

- 2.1 To approve the allocation of the above funding to continue to support the Contract and service provision.
- 2.2 To develop a formal commissioning relationship with the Drug and Alcohol Action Team (Public Health – Essex County Council) to ensure continuity of provision and effective targeting and reporting of performance in relation to substance misuse treatment and support.

### **3. Benefits of Proposal**

- 3.1 Substance Misuse (Drugs and Alcohol) continues to be clearly identified as a contributory factor to a considerable proportion of reported crime and disorder across Essex.
- 3.2 The current provision and performance of the services delivered under the Contract identified herein evidence significant positive impact upon offending behaviours linked specifically to drug and alcohol misuse:
- The average days of shop lifting went down from 9.8 days at the start of treatment to 0 days at planned exit.
  - The average days of reporting selling drugs went down from 15.9 days at the start of treatment to 0 days at planned exit.
  - At the start of treatment, 1.5% of clients reported committing other types of theft. By planned exit, this decreased to 0%.
  - At the start of treatment 1.9% of clients reported committing an assault. By planned exit, this decreased to 0%.

### **4. Background and proposal**

- 4.1 The EDAAT has historically commissioned support for drug misusing offenders through Youth Justice Board Young People's Drug Treatment allocations across Essex.
- 4.2 The service contracted for this purpose is currently an element of the Contract which is delivered by a Collaborative Joint Venture comprised of Open Road Visions and The Children's Society. This element of spend provides a specialist liaison function to the Youth Offending Services across Essex in relation to Young People in contact with the Youth Offending Services who are experiencing substance misuse issues.
- 4.3 The Contract is delivering evidence based high quality support and intervention and the high level of performance can be seen within Appendix 2.
- 4.4 The total value of the Integrated Recovery Management Service is £1.4m which has historically been made up in part by the £130,908 Youth Justice Board grant allocation.

### **5. Police and Crime Plan**

- 5.1. This proposal to maintain the commissioned provision of support to Youth Offending services across Essex supports the key priority area in the Police and Crime Plan around tackling the consequences of drugs, alcohol abuse and mental health issues.

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- 5.2. It aligns with the PCCs approach to the allocation of the Community Safety Fund set out in the Police and Crime Plan which involves working closely with partners such as the Drug and Alcohol Action Teams and Youth Offending Service.
- 5.3. It also accords with the PCC's approach set out in the Police & Crime Plan where there is a continuing need to support those existing services involved in tackling the causes and consequences of crime. This service was previously funded through the Home Office's Youth Crime and Substance Misuse Prevention Activities Grant.

**6. Police Operational Implications**

- 6.1 There are no police operational implications. In fact acceptance of this proposal would ensure that the joint working with Essex Police around substance misuse is continued.

**7. Financial Implications**

- 7.1 The value of the Integrated Recovery Management Service contract is £1.4m of which in 2012/13 £130,908 was made up through the Home Office DIP Allocation.
- 7.2 The PCC would fund a £130,908 contribution to the Contract and will use the existing measures within the contract to monitor outcomes and performance to ensure that the service delivers on his priority to tackle the consequences of drugs, alcohol abuse and mental health issues. The measures that will provide the evidence of effective and efficient service outcomes will include:
- Harm reduction
  - Waiting times
  - Young People Planned Exits
  - Young People referral Sources
  - Treatment Outcome Profiles
- 7.3 The monitoring and evaluation of the service during 2013/14 will allow the PCC to develop his long term commissioning strategy in relation to substance misuse treatment and support.
- 7.4 If the recommendation is not followed, Essex County Council will have to terminate the Contract by giving six months written notice (see below) during which time, the contract price would still be payable.

**8. Legal Implications**

- 8.1 The Contract is made between Essex County Council and a Collaborative Joint Venture between Open Road Visions and The Children's Society. Essex County Council is a party to the Contract because it is the accountable body of a partnership with the Essex Drug & Alcohol Partnership. The Contract is expressed to be for a

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fixed term from 1<sup>st</sup> April 2012 until 31<sup>st</sup> March 2015. However, the Contract may be terminated early in the event of breach (whether material, persistent or not), insolvency or for the convenience of either party. Where a party wishes to terminate for convenience, six months prior written notice must be given. No compensation or other financial penalty is payable on early termination but the contract price would continue to be payable during the notice period.

**9. Staffing and other resource implications**

- 9.1 There are no known staffing issues. Staff delivering the contract are all employed directly by Open Road or the Children's Society. The Contract is, however, silent as to the operation of TUPE and it remains a risk that when the Contract ends, whether on expiry or as a result of early termination, that an employee may assert that a transfer of undertakings has taken place. [This risk is presently adjudged to be low.]
- 9.2 There are potential resource implications for the PCCs Office as the service and performance outcomes and to a lesser extent financial performance, will have to be regularly monitored to ensure effective and efficient delivery against the Police and Crime Plan priorities.

**10. Equality and Diversity implications**

- 10.1 The continuation of this service would ensure that an underserved and hard to engage section of society would continue to have a specific element of support.

**11. Background papers**

- 11.1 Appendix 1: Contract for the Integrated Recovery Management Service



Adobe Acrobat  
Document

- 11.2 Appendix 2: Integrated recovery Management Service Performance Report



Microsoft Word 97 -  
2003 Document

**Report Approval**

The report will be signed off by the Chief Executive and CFO and the PCC Solicitor where legal implications arise.

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Chief Executive/M.O

*[Handwritten signature]*

Chief Financial Officer

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PCC Legal Advisor

..... (As necessary)

**Decision**

I agree the recommendations to this report

*[Handwritten signature]*

**PCC/Deputy PCC**

I do not agree the recommendations to this report because

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**PCC/Deputy PCC**

**Publication**

**Reasons for non-publication** (state 'None' if applicable)

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Signed/Print name

Report for publication

YES

NO

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

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