

*Creating affordable  
homes and empowering  
communities*



# LIFELINE SERVICE POLICY

<b>CONTROLLING AUTHORITY: Business Development Manager</b>		
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**making a splash**  
in the areas we serve

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## 1.0 INTRODUCTION AND POLICY STATEMENT

### 1.1 Our Lifeline service aims:

- to provide a support and preventative service to older and vulnerable people through active call alarm monitoring and signposting to relevant agencies.
- To act as a strategic arm for health and adult care services
- To provide a preventive service through assessment and installation of appropriate Technology Enabled Care
- To provide an out of hours service for internal departments and external agencies
- To monitor lone workers
- To grow and provide new services to a variety of customers and ages in different locations
- To provide a high quality service for all customers which is tailored to their needs and provides real value for money.
- To raise awareness of Technology Enabled Care to a wide range of people

1.2 This policy extends to all Boston Mayflower tenants in designated Warden Services properties, to all applicants for Warden Service accommodation, to all customers and potential customers of the Lifeline service and to any partner agencies and corporate customers that we provide a service for.

1.3 Boston Mayflower is committed to the promotion of equality of opportunity for all existing and potential applicants wishing to access the Lifeline service. No one will be treated unfairly because of gender, race, colour, ethnic or national origin, religion, disability, marital status, age, sexuality, health or other reason. This list is not intended to be exclusive, but indicative of our intention and commitment to ensuring equality.

1.4 We will also work in conjunction with our Warden Service to deliver complimentary services to our customers offering them Community Support and an Emergency Response Service within the Boston area, and will also network and work with other partners to provide these services in other areas.

1.5 Boston Mayflower acknowledges that all individuals within our communities have the right to live their lives in a way that suits them. Therefore all our customers and potential customers have differing support needs; their needs; aspirations and ability to pay vary considerably and continue to change. Everyone does not need the same level of care and support; some need a lot some do not need any and some have changing needs. In working to implement these diverse needs by this policy we will:

- Offer our customers a range of levels of service from a monitoring only service, a daily wellbeing call service, to a monitoring and mobile service.
- Undertake a review of customers needs, personal details and help required at least on an annual basis.

- Liaise with other agencies and support providers where necessary to ensure that our customers may remain in their own homes with the support they require.
- Provide information on other services that we offer for all our customers.
- Ensure that those customer who are more vulnerable have the appropriate care / support packages in place
- Respect the needs and wishes of all our customers and their rights to privacy and confidentiality.
- Keep our partner agencies informed on the service that we are providing for them, and liaise with them on the service.
- Work with the providers of the alarm equipment to ensure that all equipment is working adequately.
- Offer our customers a range of ways to pay.
- Offer, where necessary the most suitable equipment for our customers to use according to their need.
- Ensure all our staff are trained adequately and always produce identification to make customers aware who they are dealing with.
- Represent the Customer Service Centre team at Business relationship meetings and events, liaising with them to identify improvements

## **2.0 SERVICE DESCRIPTION**

2.1 The Lifeline service consists of a Call Monitoring Service, a Technology Enabled Care Service and our tailored Lifeline Plus Service.

2.2 Call Monitoring is the description of customers being connected to the call answering equipment by means of either hard wired or dispersed telecare equipment. Calls are answered by Trained Operators within the Customer Service Centre when any trigger is activated by customers and dealt with according to procedures for each trigger.

2.2.1 This service is provided to all our tenants who live within our Warden Level 1,2 and 3 designated accommodation and receive the warden service (Emergency Response is also provided to these tenants and is covered in the Warden Service Policy). The cost for this service is included as a service charge and paid with the rent.

2.2.2 Call Monitoring is also offered to Corporate Customers as a complete package with each account having an Account Manager as a point of contact to offer excellent customer service.

2.2.3 Private Customers are also offered call monitoring of their own individual dispersed equipment that they have brought from another supplier. All equipment rented from our Lifeline Service will be monitored by our Customer Service Centre.

2.3 Technology Enabled Care (Telecare equipment) is the range of different equipment that can be either purchased or rented to enable customers to live independently within their own homes. Boston Mayflower offer varying options on the range of equipment they will sell or rent and at varying prices which are reviewed annually.

Some equipment or options for the service include call monitoring, however some equipment is delivered without the need for call monitoring.

2.3.1 Boston Mayflower Warden Controlled schemes equipment will consist of, at a minimum pull cords and a speech unit. Those living in Sheltered Schemes will also have smoke detectors, some may have pendants and also they will have their door entry systems monitored

2.3.2 Telecare installation, repair and maintenance is also offered as a service to individuals, commissioners and corporate customers.

2.4 Lifeline Plus services are individual services that can be offered to private, corporate customers and commissioners. These services include:

- Lone Working services;
- Provision of a Retail Model – the rental of equipment monitored by another service
- Out of Hours call answering,
- daily calls for any individual,
- wristbands to monitor and support customers out of their homes
- mcare.

All of these services are individually priced and reviewed annually.

2.5 The Lifeline service is provided 24 hours a day, for 365 days a year.

### **3.0 SERVICE REFERRALS**

#### **3.1 Call Monitoring**

3.1.1 Customers living in Boston Mayflower designated Warden Accommodation will automatically receive access to the Lifeline service as part of their tenancy conditions. As such this service cannot be altered and will have to be paid for This service charge will be discussed with prospective tenants prior to any offers being made.

3.1.2 Those who opted out prior to 1999 will not receive a service unless they decide to opt in, but on termination of their tenancy the alarm or dispersed unit will be activated and the incoming tenant will be notified of the service and charge prior to acceptance of the tenancy.

3.1.3 All designated Warden Service accommodation with no hard wired equipment will be informed at pre-tenancy interviews and viewings that they must have a working phone line as part of their tenancy so as to operate the dispersed unit equipment. Telecare Technicians will visit the tenant within 6 weeks of moving into the accommodation to update details and check all the equipment is working correctly. Those who refuse to have a phone line installed will be offered the options of:

- A GSM unit (A Global System Mobile Communication unit that works on a mobile network) with SIM card that will need paying for
- A Daily phone call

- The phone number of the Customer Service Centre programmed into a mobile phone
  - No activation of the service - but as per their tenancy agreement the understanding that the service must still be paid for
- The technician will get customers to sign the “No working Landline Form” which will detail the chosen option.

3.1.4 All private customers who rent the equipment from Boston Mayflower will automatically receive the call monitoring service

3.1.5 Any private customer who purchases their equipment from Boston Mayflower or from another provider will be offered the option of receiving the call monitoring service from Boston Mayflower.

## 3.2 Technology Enabled Care

3.2.1 Referrals to the service can come from a variety of sources which include self referrals, Boston Mayflower Staff, other agencies and professionals.

3.2.2 Any customer living in accommodation with just pull cords can be referred for a pendant – however the support needs of the customer must have altered since they moved into the accommodation. Anyone requesting this will need to have a need assessment form completed to identify this. If they qualify a unit and pendant will be installed (customers will need to pay for the working phone line) If they do not qualify they can choose to pay for the enhanced service.

3.2.3 All referrers will fill in the referral form giving details of the customer, their contacts and needs

3.2.4 Equipment can be rented or sold as individual items or as bundles.

## 4.0 **SERVICE INSTALLATIONS**

### 4.1 Call Monitoring

4.1.1 When any new customer begins the service the equipment will be tested prior to it leaving the monitoring centre, in the customer’s home and surrounding areas.

4.1.2 The call monitoring equipment will be updated with the details of the customer within 6 hours of the installation to ensure any calls placed can be answered correctly.

4.1.3 In addition the call monitoring equipment will be populated with the warranty details, equipment installed, and maintenance check dates.

4.1.4 All incoming residents of Warden Service Accommodation will have their equipment tested at terminations and viewings by the Housing Options Team who will show the customer how it works.

4.1.5 Any resident of Warden Service Accommodation who requires additional equipment i.e. a pendant will undergo a new assessment by the Lifeline Service to check on eligibility and needs. Costs will then be determined and any additional charges explained to the customer and added to the account.

## 4.2 Technology Enabled Care

4.2.1 Appointments for Installations of equipment will be undertaken by trained Telecare Co-Ordinators. They will discuss equipment suitability, costs and any options available and will then make an appointment to suit the customer taking into account service targets.

4.2.2 Trained technicians will attend the appointment to install the equipment. They will show the customer how the equipment works so they are confident in using it. They will also test the equipment in different locations within the property to ensure there are no difficulties or interferences with the customers' existing equipment and any radio signals.

4.2.3 All private customers will have an installation form completed detailing their needs and personal details and contacts, which will be returned to the monitoring centre.

## 5.0 **SERVICE OPERATIONS**

### 5.1 Call Monitoring

5.1.1 All calls placed to the Customer Service Centre will be answered by trained operators, who will automatically receive details on a computer screen of relatives, friends, doctors, neighbours, the customers name and address and any medical problems or difficulties that customer may be experiencing.

5.1.2 The operator will ensure that the customer receives the correct help required straight away. At times this may require the operator overriding the wishes of the customer if it is assessed that they are at greater risk by not doing so.

5.1.3 Emergency calls will always take precedent over any other calls or services provided – which may result in some calls taking longer than the designated service target. These will be recorded as EXCEPTIONS

5.1.4 Customers will be encouraged to test their equipment each month to ensure that it is working adequately; at the same time ensuring that all contacts and information held is up to date. Those who have not used their equipment will be contacted by a member of the monitoring centre team to ensure that they are not experiencing any difficulties.

5.1.5 All corporate customers will undertake at least annual checks with their customers to update their details and support needs. These will be shared with the monitoring centre who will update the information on the monitoring equipment and change the date of review.

- 5.1.6 All private customers will be updated annually from maintenance checks conducted by technicians or by test calls.
- 5.1.7 Any customer who damages or removes the Lifeline equipment (dispersed and/or hardwired) will be liable for the cost of the repair or replacement.
- 5.1.8 All private customers of Boston Mayflower have the right to terminate the service within 21 days of an installation with no charges being made. However after this period termination is done by giving one month's notice in writing to the Lifeline Service
- 5.1.9 On terminating the service all rented Lifeline equipment should be returned to Head Office or a collection appointment made. Failure to return all equipment in good working order will result in invoices for the cost of the equipment being raised.

## 5.2 Technology Enabled Care

- 5.2.1 The service will offer advice on equipment to all customers (including Corporate customers and the Retail Model) and also explain how individual pieces of equipment work. This will enable those living in Warden Service accommodation to extend any equipment required, to help them remain at home. Additional equipment will be at an extra cost which will be fully explained to the customer.
- 5.2.2 Technicians will make yearly maintenance calls to those private customers who rent the equipment and for those who have brought the equipment and pay the maintenance fee.
- 5.2.3 Maintenance checks will ensure all equipment is working and set up adequately, and will also check all personal and support details. Engineers will visit Sheltered scheme customers to undertake equipment checks. Technicians will visit Warden Service properties that have dispersed units installed on an annual basis.
- 5.2.4 All customers who rent any equipment or maintenance service from the Lifeline service will be issued with a contract which details both Boston Mayflower's and their own responsibilities, including how to terminate the service, the repairs service and arrears process.

## 6.0 **SERVICE REPAIRS**

### 6.1 Call Monitoring

- 6.1.1 The call monitoring equipment in the Customer Service Centre is covered under a Gold Policy by the manufacturers with a 4 hour call out for emergencies.
- 6.1.2 In the event of a disaster happening at the Customer Service Centre, the Lifeline Service will not be affected as all members of the Monitoring Centre Team will follow the instructions referred to in the Disaster Recovery



Procedure, and move operations to the Chestnuts Sheltered Scheme backup centre.

- 6.1.3 All the phone lines into the Customer Service Centre are also covered on a 2 hour response service through the telecom contractor maintaining these. Phone lines to all hard wired properties are tested 3 times a day to ensure they are working adequately and any faults can be reported immediately.

## 6.2 Technology Enabled Care

- 6.2.1 Repairs for dispersed alarms will be dealt with in accordance with the Telecare Services Association (TSA) Code of Practice. Critical Repairs are defined as those that stop the equipment from working and will be repaired or replaced within 48 hours. All other repairs will be repaired within 10 days.

- 6.2.2 Equipment in Warden Service Accommodation (which is not dispersed) will be repaired by Engineers under a maintenance contract. The following timescales will be adhered to for these:

The Contractor shall be expected to respond to Boston Mayflowers request to attend site within the following timescale upon receipt of a request to attend site:

- Critical – On site attendance within four hours of receiving the request.
- Urgent – On site attendance within twenty-four hours of receiving the request.
- Non-Critical – On site attendance within five working days.

- 6.2.3 All reported faults for Warden Service Accommodation shall be categorised into either a critical or non-critical fault, which shall be treated as the following:

- Critical Fault - where the failure of the equipment could result in a life critical situation not being received by the Service Centre. This is defined as a device that has been provided to manage a risk that needs to be operational at all times. The failure of this device would require urgent action, whether this is through device replacement or repair. Examples of requests that would be classed as a critical fault would be a full scheme failure, 5 or more speech unit failures or a non-functioning or failing door entry system.
- Urgent Fault – where the failure of the equipment could result in a life critical situation not being received by the Service Centre. However, a temporary measure can be put into place to ensure that the required level of service can be maintained until the fault has been rectified. An example of a request that would be classed as an urgent fault is 4 or less speech unit failures.
- Non-critical Fault – where the fault would reduce or limit the system functionality but is not life critical for the user. The failure of this device would need to be addressed as quickly as possible, though would not require an emergency replacement. Examples of requests that would be

classed as a non-critical fault would be failure of speech units or broken/replacement pull chords within communal areas.

6.2.4 If an individual property is affected by a fault the customer will be contacted by the monitoring centre; and if a scheme is affected by a fault which cannot be immediately be fixed then the customers of the scheme will be contacted by the Customer Service Centre and Warden Service whichever is the most appropriate; regarding their individual needs for the lifeline equipment. A variety of options will be offered:

- The number of the Customer Service Centre for any queries or emergencies
- A daily call from the Customer Service Centre to check on their wellbeing (this can be up to 3 times a day)
- A dispersed unit (GSM Unit if no phone line) to be fitted within 24 hours for those who needs qualify (a needs criteria will need to be completed for this option)

6.2.5 All customers will be informed of the fault and the anticipated repair time. If the repair takes longer than anticipated then customers can change their option from the above. The Customer Service Centre will keep in touch regularly with the customer and/or the Warden Service to relay any messages to ensure they are kept fully informed. Engineers will endeavour to repair the issue within the timescales OR undertake an adequate repair until a complete repair can be undertaken at the earliest opportunity.

6.2.6 All rented equipment and those who have opted for a maintenance charge on their purchased equipment will be entitled to a repair service.

6.2.7 Battery changes will be undertaken on maintenance checks where possible, in all other cases these will be sent to the customer or their contacts to exchange. If the customer is unable to do this a technician visit will be arranged.

## **7.0 SUSPENSION AND WITHDRAWAL OF THE SERVICE**

7.1 After the initial 21 day period of any new piece of equipment all private customers of the Lifeline service may terminate the service by giving 1 months' notice. This can be done either in writing or by phone. Staff receiving a request for termination must ensure that they get confirmation from the customer regarding this OR from a designated authorised person.

7.2 There may be circumstances that arise when Boston Mayflower need to either suspend or withdraw the service, due to abuse or inappropriate use by the customer.

7.3 All suspensions and withdrawals may only be done on the authorisation of the Business Development Manager. Consultation with the customer, nominated representative(s) and relevant agencies will take place before this action is taken.

7.4 Suspension of a service will occur when the behaviour of a customer is inappropriate, but it is assessed that this behaviour will only occur for a short period. Circumstances when this could happen may be:

- The initial stages of dementia being suspected
- During a period shortly after discharge from a hospital, or when first moved due to disorientation
- During bereavement

7.5 Withdrawal of the service will occur when the behaviour of the customer is inappropriate and it is assessed that this behaviour will not change, even after a period of readjustment.

7.6 Private customers payments will be monitored on a weekly basis to ensure no arrears occur. The Telecare Team will contact customers when arrears arise and check there are no difficulties in their ability to pay. If after all attempts to help with payments have been exhausted; the Team will refer the cases to the Income Team to pursue the arrears and the Telecare Team to arrange for collection of the equipment. Customers will be advised of these steps.

## **8.0 CORPORATE CUSTOMERS**

8.1 Although Boston Mayflower provides the Lifeline Service to benefit our own tenants and to offer support to customers who apply directly to us, we can also provide the service on behalf of other providers and commissioners.

8.2 In this way Boston Mayflower acts as an agent for the corporate customer who becomes a client of the company. Thus the charge for our service will be given directly to the client and not the customer receiving the service.

8.3 In these instances Boston Mayflower will still deliver our service standards and performance targets to the customer, but we will also have service requirements to meet and deliver for the corporate customer.

8.4 In addition, customers will need to be informed that operational decisions that are imposed on Boston Mayflower by the corporate customer are often out of our control. Complaints against our delivery of service should still be made to Boston Mayflower following our internal complaints policy; other complaints should be made to the corporate customer whom we are providing the service for.

8.5 All Corporate Customers who we deliver a service for will be consulted over any changes to our service.

8.6 All Corporate Customers will be given a named account manager who they can contact for day to day operations and who will keep a check on the information flow.

8.7 All Corporate Customers will be given a project manager at the beginning of any service to ensure the transfer and set up of any service is smooth and professional.

## **9.0 PARTNERSHIPS**

9.1 Boston Mayflower will work in partnership with other organisations to help develop the Lifeline Service and expand into other areas. Where possible we will work with our Corporate Customers to form partnerships to enable us to expand.

- 9.2 We are also members of the Lincolnshire Independent Living Partnership (LILP) which is a new consortium approach, along with Age UK Lincoln, Lace Housing, St Barnabas and Lincolnshire Home Independence Agency(LHIA). This consortium brings its advantages with marketing such as the Lincolnshire Show when costs can be shared making a competitive marketing arena accessible to us.
- 9.3 In addition, the partnership will also be involved in applying for available contracts within health and local authorities such as the success in the Wellbeing contract, which can bring around further opportunities.

## **10.0 LIFELINE PLUS SERVICES**

10.1 As well as providing a Lifeline Service consisting of call monitoring and Telecare equipment we will also provide other services for Boston Mayflower, internally and for partner agencies externally; these include:

- Installation of Key safes
- Out of hours repairs service
- Out of Hours reporting service for ASB
- Lone worker protection services
- Reporting services for other organisations
- Issue and monitoring of wristbands
- Daily well being checks

10.2 These services compliment the Lifeline service and will not result in the detriment of that service.

## **11.0 SERVICE STANDARDS**

11.1 Boston Mayflower is committed to providing customers with a responsive and excellent service at a reasonable cost, which meets their needs.

11.2 To enable us to provide this service in addition to the existing Boston Mayflower Service Standards the following Service standards will be followed:

- To provide a Call Monitoring service 24 hours per day, 365 days per year
- To answer all calls within three minutes and 97.5% within 1 minute
- To answer all calls giving a standard greeting which includes the operators name
- Critical faults will be repaired or renewed within 48 hours
- Other faults will be repaired within 10 days
- Faults in schemes which cannot be repaired immediately with customers will be offered a choice of options to ensure they are safe and supported
- Referrals will be actioned within 3 working days of application and installed within 48 hours or to meet discharge deadlines for urgent cases and within 7 days for all other referrals
- All staff attending customer's homes will carry and show identification
- A member of the warden staff will attend every emergency call from Warden Level 1 tenants and monitoring and mobile service subscribers

## 12.0 MARKETING THE SERVICE

- 12.1 Boston Mayflower recognises that many of the potential customers that may use the Lifeline service are often the most vulnerable; we therefore will market the service in ways that will not take advantage of those with vulnerabilities but at the same time will not make the service hard for them to access.
- 12.2 Our marketing practices will exclude making cold calls to potential customers, and will include the following:
- We will attend community open events to publicise the service
  - We will attend meetings with community groups to inform them about the service
  - We will liaise with other agencies that deal with vulnerable people to inform them, and work with them, about the service
  - We will distribute our leaflets within local accessible public spaces
  - We will have an informative up to date website
- 12.3 A separate marketing strategy will be devised and implemented which will work with the service. This strategy will detail the timescales of specific areas and the demographics of who the service will target. For example, one of the aims of the service will be to market the service to a younger cliental. To enable us to achieve this we will target young carers, those with learning disabilities, teenage groups and parent groups using a variety of imagery and literature.
- 12.4 In all of our marketing the aim will be to secure the market within the Boston Borough first and then to extend the same principles to the South of the County where we are already working for the Wellbeing Service and then to extend to the Coastal strip and beyond.

## 13.0 COMPLAINTS AND APPEALS

- 13.1 As with all Boston Mayflower policies, it is expected that this policy will be implemented in a way, which conforms to all other policies of the company, particularly in dealing with meeting Housing Needs, Lettings Policy and Equal Opportunities.
- 13.2 If at any time a customer wishes to complain about the Lifeline Service, or a member of Boston Mayflower staff, or a representative they should be referred to the process in Boston Mayflower complaints policy.
- 13.3 If at any time a customer wishes to make a complaint about any misconduct, harassment or inappropriate behaviour of a member of the Call Centre Team, or any other agencies staff please refer to the Protection of Vulnerable Adults Policy. **Please Note – all accusations of any of the above should be dealt with immediately.**

## 14.0 CUSTOMER ENGAGEMENT

- 14.1 All customers of the Lifeline service will be invited to to participate with Boston Mayflower in a way that suits them best.
- 14.2 A Service Voice for Wellbeing will also discuss specific issues that affect the service, and discuss policy and procedure; customers can sit on this group.

14.3 A satisfaction survey will be sent to all customers after using the monitoring service in an emergency and after each installation by the performance team to help gauge customer satisfaction.

## **15.0 MONITORING**

15.1 To ensure that we are offering a fair and accessible service, and also to improve the service we provide we will monitor the following points:-

- Any complaints and praises for the service, and the outcomes of complaints
- Any accusations of harassment or mistreatment and actions taken
- The number of customer enquiries regarding the service quarterly
- Length of time taken to install equipment to new customers
- The number of new customers/clients and types of equipment receiving the service quarterly
- The time taken to answer calls to the monitoring centre; % answered within 30 seconds, % answered within 60 seconds, % answered within 90 seconds, % answered within 120 seconds
- Line availability
- Total number of calls received
- % of calls requiring a 3<sup>rd</sup> party response
- Results of satisfaction survey
- Number of new business
- Arrears for the service
- Types and outcomes of calls

All Performance will be reported to Boston Mayflowers Board of Management, Corporate Management Team, the Wellbeing Service Voice and to customers through a Annual Report. In addition, performance will be discussed at regular team meetings.

## **16.0 POLICY LINKS**

16.1 The following Boston Mayflower policies are also relevant to dealing with Social alarms:

- Warden Service Policy
- Lettings & Transfer Policy
- Complaints Policy
- Communal Areas Policy
- Protection of Vulnerable Adults Policy
- Health and Safety Policy
- Income Management Policy
- Confidentiality and the disclosure of information policy
- Void management policy
- Rent Setting and Service Charge Policy
- Equality & Diversity Policy
- Participation Policy for Tenants and Customers
- Repairs and Maintenance Policy
- Communal Parts and Communal Areas Policy





## Equality Impact Assessment Initial Screening

**Name of policy / strategy / project (the "initiative"):**

**Lifeline Services**

**Provide a brief summary of the aims and main activities of the initiative:** (bullet points)

1.2 Our Lifeline service aims:

- to provide a support and preventative service to older and vulnerable people through active call alarm monitoring and signposting to relevant agencies.
- To act as a strategic arm for health and adult care services
- To provide a preventive service through assessment and installation of appropriate Technology Enabled Care
- To provide an out of hours service for internal departments and external agencies
- To monitor lone workers
- To grow and provide new services to a variety of customers and ages in different locations
- To provide a high quality service for all customers which is tailored to their needs and provides real value for money.
- To raise awareness of Technology Enabled Care to a wide range of people

**Completed by: Bev Chapman**

**Date: 26 September 2016**

**STAGE 1: SCREENING**



This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e. on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e. have no effect either positive or negative).

**Q 1. Who will benefit from this initiative?** Is there likely to be a positive impact on specific groups/communities (whether or not they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality ‘neutral’ i.e. will have no particular effect on any group? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

All tenants, future tenants and private customers of Boston Mayflower will benefit, as well as those referred via the Wellbeing Retail Model

**Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative?** If so, who may be affected and why: Or is it clear at this stage that it will be equality ‘neutral’? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

We do not envisage any negative impact on anyone coming into contact with this policy and its implementation. All prices reflect consistency and meet FCA regulations

**Q 3. Is there sufficient data on the target beneficiary groups/communities?** Are any of these groups under or over represented? Do they have access to the same resources? What are your sources of data and are there any gaps? *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

Information on tenants from tenancy profiling and the data held on database. Information on prospective customers from data held on the Housing Register and from information provided by commissioners and other clients.

**Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements you plan to ensure that they promote equality and diversity.** *Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

This is an internal policy and we are responsible for its implementation.

**Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see guidance? If not, will there be monitoring and review to assess the level of impact over a period of time? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality**

We do not perceive any negative impact that would warrant a full equality impact assessment

**Q 6. To be completed at six monthly review** Detail actions taken to assess the level of impact over a period of time, or to address any gaps in data.  
*Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality*

At Policy review.

Guidelines: Things to consider

- Where a negative (i.e. adverse) impact is identified, it may be appropriate to make a full EIA (see Stage 2), or, as important, take early action to redress this – e.g. by abandoning or modifying the initiative. NB If the initiative contravenes equality legislation, it must be abandoned or modified.
- Where an initiative has a positive impact on groups/community relations, the EIA should make this explicit, to enable the outcomes to be monitored over its lifespan.
- Where there is a positive impact on particular groups, does this mean there could be an adverse impact on others, and if so can this be justified? - e.g. Are there other existing or planned initiatives which redress this?
- It may not be possible to provide detailed answers to some of these questions at the start of the initiative. The EIA may identify a lack of relevant data, and that data-gathering is a specific action required to inform the initiative as it develops, and also to form part of a continuing evaluation and review process.
- It is envisaged that it will be rare for full impact assessments to be required. Usually, where there are particular problems identified in the screening stage, it is envisaged that changing the approach at this stage, and/or setting up a monitoring/evaluation system to review a policy's impact over time will tackle the problem.