Local PSED obligations and development of local equality analysis for NHS trusts and foundation trusts

July 2016
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1. Summary

It is envisaged that NHS trusts and foundation trusts will be considering introducing the new national terms and conditions of service for NHS doctors and dentists in training 2016 from August 2016.

The new 2016 contract has been subject to ongoing and detailed national equalities analysis by the Department of Health and includes equalities impact analysis published in May and an equalities statement published in June. These will both be useful to employers in considering their obligations and duties under the Equality Act 2010 and will support any local analysis.

Employers should not simply rely on the national analysis without considering issues locally, as local variations in respect of protected characteristics may not be picked up in the national data that has informed the Department of Health’s analysis. For example, your local statistical information may identify that there are higher levels of disabled junior doctors working in some specialities, or indeed across your own junior doctor workforce, than the average across the NHS. Junior doctors and dentists rotate frequently between employers during their training for varying periods of time.

Employers should consult their local policies and procedures when considering the contract alongside their ongoing Public Sector Equality Duty (PSED) obligations. This guidance has been prepared to assist employers in complying with their PSED obligations and in demonstrating that they have had due regard to equalities considerations when implementing the contract. Employers may wish to take, where appropriate, their own legal advice on their equality obligations under the Equality Act.

Consideration should be given locally as to whether any steps should be taken that would reduce any potential impacts on those with protected characteristics. Employers should be able to demonstrate that they have had due regard to their public sector equality duty (PSED) obligations under the Equality Act in the introduction and implementation of the contract and in subsequent monitoring.

There is no one way to discharge obligations in connection with the PSED. There is local flexibility in how this is undertaken. Employers may use their own processes and procedures in considering equalities issues in connection with introducing the contract, provided they comply with the duty. The approach below should provide a strategy that enables employers to have appropriate due regard to equalities issues when working on introducing and implementing the new contract:
1) Consider and understand the terms of the national terms and conditions of service (TCS) for NHS doctors in training and the model contract. It is expected that employers will take the national contract with its model terms as a starting point, because of the overall benefits of the terms for service delivery, patients, doctors and their employers.

2) Have regard to the national evidence base and equality analysis and equality statement considered in connection with the nationally developed terms, which are published on the [gov.uk website](https://www.gov.uk). Employers may also find it useful to consider issues in the family test, which was published alongside the national equality analysis. Employers should note that there is no obligation to carry out their own local family test.

3) Consider the scope of s.149 Equality Act and the protected characteristics that are covered by its terms and consider what further evidence may be needed to understand any possible equality impacts locally. When doing this, employers are likely to benefit from considering the national equality analysis.

4) Consider data that employers may already have in respect of protected characteristics locally. What further data is needed to consider the issues?

5) Assess the likely impact on staff of the new model terms and whether there are any local issues that may affect either directly or indirectly the impact of the new terms on particular groups of junior doctors.

6) Consider whether or not any potential negative impacts could be minimised or improved, by implementing the contract locally in a particular way but with the aim of still delivering the benefits of the national contract. Regard should be had to the national equality analysis, and the consideration and rationale already given at a national level as to the justification for any potential adverse impacts associated with the contract.

7) Document their analysis. We encourage the use of the template provided at Annex A (page 13 of this document).

8) Monitor the implementation of the contract in case further issues come to light during the introduction and implementation process (as the PSED is an ongoing duty), to include feeding back information to the Department of Health via NHS Employers, as the managers of the new contract.

9) Clearly detail and record all actions taken to minimise any potential equalities impacts and clearly undertake periodic reviews to consider any other activities that can be taken.
2. Equalities obligations in connection with the junior doctors’ contract

1. Public Sector Equality Duty – what is its purpose?

The broad aim is to integrate consideration of the advancement of equality into the day-to-day business of all bodies subject to the duty. In other words, every decision that a public body (such as NHS trust or foundation trust) takes should be taken with equality issues in mind. There are two interlinked parts to the PSED: *general duties* and *specific duties*.

2. Are employers subject to the duty?

Yes. NHS trusts and foundation trusts are public bodies. The scope of the duty is set out more specifically in section 149 of Annex A, 150 of Annex B and Schedule 19 of the Equality Act 2010. The health secretary is also subject to the PSED, and employers should note the national equality analysis and equality statement undertaken by the Department of Health. This national analysis will assist you when you focus on local matters that may be relevant given the makeup of your staff, in particular the protected characteristics of the staff affected by the implementation of the contract locally.

3. General duty – what is it?

A public authority must, in the exercise of its functions, have due regard to the need to:

3.1) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act:

3.2) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it – in particular by having due regard to the need to:

   a. remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic

   b. take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it
c. encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low; and

3.3) foster good relations between persons who share a relevant protected characteristic and persons who do not share it, and in particular by having due regard to the need to:

a. tackle prejudice
b. promote understanding.

The protected characteristics are:

- age
- disability
- gender
- gender reassignment
- pregnancy and maternity
- race
- religion and belief
- sexual orientation.

The duty to have due regard to the need to eliminate discrimination also covers marriage and civil partnerships.

4. What does due regard mean and what does it entail?

Having due regard means consciously thinking about the three aims of the general equality duty as part of the process of decision making, and having an open mind to equalities issues (as set out above) as one of the issues that will influence the decisions reached regarding the national contract by each employer. The s.149 duty must be kept in mind by employers throughout the decision-making process. It should be embedded in the process, but the content of each employer’s assessment cannot be fixed.

5. What are the specific duties?

A public authority must:

1) publish information to demonstrate its compliance with the general duty; and
2) prepare and publish specific and measurable equality objectives.
The information and objectives must be accessible to the public. This also helps to demonstrate compliance with the general duties described above. Point one above is relevant to employers in the implementation of the new contract and as an employer you should be able to demonstrate evidence of due regard to the general duty.

6. What principles should local employers consider to ensure compliance with the PSED in implementing the new contract?

Local employers should consider:

- that they have sufficient knowledge and understanding of the duty
- the timeliness of their consideration of equalities issues - it is important that this is considered before implementation
- that they are giving real consideration and conscious thought to the issues – an evidence base is therefore important (see section 7 below)
- whether they have sufficient information to make an assessment – the reliability of the evidence base is therefore important
- that the duty is non-delegable – each employer has a responsibility for the PSED at a local level, even though the contract has passed the overriding equality objective test at a national level by the Secretary of State
- the importance of keeping the duty under review – the PSED is an ongoing duty
- that the employer can produce evidence of its consideration.

7. How should employers ensure compliance with their obligations under the PSED?

It is expected that employers will take the proposal to introduce and implement the contract as the starting point. Each employer will have a different makeup of junior doctor staff. This means that there can be no one-size-fits-all approach to considering how the PSED obligations will interact with decisions about implementing the contract. Ultimately, it is for each employer to determine how best to have due regard and the extent to which equalities issues may form, or impact on, other local priorities in deciding to implement the new contract. We emphasise that the obligation is yours to comply with, and any decision making is yours in relation to how these issues are addressed locally.
8. What practical steps should employers take to ensure compliance with the PSED in implementing the new contract?

8.1) Understand the national model terms and what local flexibilities the employer wishes to deploy

The national contract will be available to be implemented from August 2016. It is anticipated that employers will introduce the new contract. It is not envisaged that employers will wish to amend or vary the terms of the national contract unless exceptional circumstances apply. The terms of the national contract have been determined taking account of negotiations with the BMA, (albeit agreement could not be reached on all matters) and are intended to deliver benefits to doctors, patients and employers nationally. There are benefits of achieving consistency across employers, which is particularly useful to junior doctors as they rotate and take up different posts. As set out in the national equality analysis, regard has been had to equalities issues in formulating the national terms.

On that basis, introducing and implementing the contract provides an opportunity to explore what (if any) further measures could or should be used locally, to help to manage the local introduction and local implementation of the contract in a way that is fair for all staff concerned, and supports the delivery of patient care and safety.

Employers should establish an initial proposal in terms of how the contract will be introduced and implemented at a local level. Where the national terms are adopted, local flexibilities may be deployed around the contract to help to address any local equalities concerns. These may include:

- rotas and work schedules
- broader employment benefits offered by the employer in the context of the wider employment relationship, such as provision of childcare vouchers, salary sacrifice schemes, onsite childcare provision
- flexible working, shared parental leave, paternity leave and maternity leave
- allowing for study leave on a flexible basis, which should be based on the needs of particular doctors.

8.2) Build an evidence base

To give proper consideration to the aims set out in the PSED, employers will need to have enough evidence of what impact the terms of the new contract are likely to have, (and are having after implementation), on people with different protected characteristics. Employers should:
a) **Establish what evidence is already available to help inform the analysis of equalities issues**

A range of evidence is already available to employers that addresses equalities issues:

- The **national equality analysis** has been developed alongside the final terms for the contract. This includes a wide range of considerations relating to the potential impacts of the national contract on those with particular protected characteristics, and the national terms have been developed to mitigate those impacts where possible, for instance, through flexible pay premia where a doctor needs to change specialty because of a disability.

- The employer’s own equality delivery system (EDS) analysis for the organisation as a whole.

- Employers should have comprehensive demographic data about their current junior doctor cohort, including in particular specialties, through their Electronic Staff Record (ESR). This demographic information may reflect or build upon issues that have already been considered in the national equality analysis.

- Data research – use of the **NHS IView system**.

- Staff survey results can provide useful information about themes that have been raised previously about current conditions and practices, in terms of what works well, and where staff would like to see changes made.

- Care Quality Commission (CQC) reports.

b) **For each protected characteristic, establish where, if any, there are gaps in the information required and why**

The Equality and Human Rights Commission (EHRC) is clear that it will not be acceptable for organisations to say that they have not complied with their PSED because they lack evidence. Employers must bear this in mind when implementing the new contract at a local level. However, it may not be possible to predict precise impacts because of the rotational nature of the workforce and the regular recruitment cycle.

c) **Establish what (if any) further, additional information is required**

Where evidence is insufficient, we suggest employers supplement this evidence as soon as possible, for example through discussions with unions, local BMA representatives, and
forums with their junior doctors. It may be appropriate to consult with other groups, for example:

- a local LGBT and/or BME network for staff
- local faith leaders or the chaplaincy team.

Given the rotating nature of the workforce, it may not be possible to consider every eventuality, but it important to consider the likely impacts on the basis of current information and any envisaged changes to the workforce that may take place.

A reliable evidence base will help employers to understand the effect the new contract will have on their junior doctors, establish whether further research or engagement is necessary, consider if there are ways of mitigating any adverse impact, identify equality priorities, and monitor progress against objectives in implementing the contract. Whilst the general approach to the PSED must be fully considered before implementation, it should not result in undue delays in the timing of implementation. Furthermore, the PSED is an ongoing duty. There will be monitoring that will enable employers to consider any further actions that could be taken to minimise any disproportionate impact, and to consider how any decisions that are taken locally will continue to apply in respect of the PSED.

8.3) Assess the impact of the introduction of the proposed contract on equality

The evidence should be adequate and accurate, properly understood and analysed. It may be that the contract has no additional bearing on equality issues locally, beyond the points that have already been considered at a national level. Nationally, it has not been envisaged that the contract will have any particular impact on people with many of the protected characteristics, for instance, sexual orientation, gender reassignment, race, or whether a doctor is married or in a civil partnership. Even where a potentially adverse impact has been found at a national level, the view has been taken that any such impact is objectively justified (see 9(b) below) in the context of the contract as a whole. It is unlikely that any changes will be required where a local assessment has not identified any additional potential discriminatory or adverse impacts, provided all opportunities to advance equality have been considered and taken where relevant.

Employers should ensure that the evidence base is sufficient to allow decision makers to demonstrate how the findings have been considered and given due weight in making decisions.
9. **What happens if an equality impact is identified?**

Broadly, there are three options available:

a) To make adjustments to remove barriers identified by the assessment or to better advance equality, mitigating the issue fully or partially.

b) To continue despite having identified some potential for indirect adverse impacts or missed opportunities to advance equality where such an approach if justified.

It is possible to justify a measure (i.e. the introduction of the contract) which may have an indirectly discriminatory effect, if the measure is a proportionate means of meeting a legitimate aim. This is sometimes known as objective justification. Given the benefits that it is envisaged will be facilitated by the new contract, it is expected that this is the conclusion that most employers will reach and that, having considered equalities issues, employers will conclude that the legitimate aims of the contract and introducing it consistently across England are likely to justify any potentially adverse equalities impacts. In this case, the justification should be included in the assessment.

The new model contract is designed to achieve a range of benefits for doctors, patients and the public. For example, through:

- stronger safeguards in relation to working hours that go further than the Working Time Regulations than is the case under the existing contract
- continuity and stability through the development of standard terms for junior doctors that all employers can use, particularly to support doctors as they are rotating. This was a priority advocated by the BMA in the *2011 scoping report for junior doctors in training*
- external scrutiny of working hours by the CQC with a new guardian of safe working to ensure doctors do not work when tired
- clear links between pay and responsibility
- supporting rostering of doctors by ensuring that pay enhancements are directed towards those working most frequently and intensively, to support the provision of care for patients across seven days.

Employers may conclude that the legitimate aims of introducing the contract, including but not limited to those set out above, outweigh any indirect negative effect on particular protected characteristics.
For example, ensuring pay is linked to responsibility is a legitimate aim. To mitigate any impact on those who may be affected by the pay structure changes, a range of measures have been developed and built into the contract. These measures include transitional pay protection, front-loading of salary increases, and the use of flexible pay premia. These mitigating factors are relevant to the question of proportionality or objective justification.

Similarly, although the move to plain time on Saturdays may have a possible greater impact on women, who are more frequently primary carers for children, the benefits of higher basic rates of pay for all doctors and modernised working practices are both a legitimate aim and (in the case of higher basic rates of pay) a mitigating factor against any adverse equalities impact that the changes to plain time on Saturday may have.

Where possible, mitigating steps should be taken to minimise the impact of a measure that may have an indirect effect on those with a protected characteristic, and/or to promote positive impacts. Employers should ensure that any local action that is taken to mitigate any adverse impact on junior doctors with a particular protected characteristic, does not result in adverse knock-on impacts upon other groups of junior doctors.

c) Stop and rethink the proposed implementation

The NHS Employers organisation’s view is that it will only be in exceptional cases that employers will have genuine concerns that cannot be mitigated and which go beyond the considerations already made in national equality assessment. However, if having completed the process set out above, an assessment suggests that the implementation of the new contract will lead to actual or potential unlawful discrimination, employers should advise NHS Employers about any equality issues that could have national implications for the new contract (as opposed to wholly local issues). NHS Employers will ensure that the Department of Health is made aware of this, as part of its continuing PSED obligations.

It is envisaged that NHS Employers may also carry out a post-implementation review of the new contract.

Employers will wish to take their own legal advice where necessary.

10. Do employers need to develop an equality impact assessment (EIA) or equality analysis (EA)?
It is not strictly necessary to undertake an EIA, often called an EA, but any EIA will support the requirement to publish compliance and will help the decision-makers to ensure that they have focussed on the questions the PSED poses.

Implementation of the new contract will involve employers taking action to understand the potential effects of its terms on junior doctors with different protected characteristics, so an analysis of equality impact is required, but there is no prescribed process for doing this. As indicated above, keeping a record of what evidence was considered and how decisions were reached will help employers show how the equality duty was considered.

What is important is that consideration of equalities takes place, rather than the form in which this is done (i.e. it does not need to be in the format of an impact assessment document). For consistency and to allow the Department of Health to comply with its own obligations, it is recommended that the template provided at Annex A (page 13 of this document) by NHS Employers is used by employers to satisfy the requirement to publish evidence of compliance with their PSED duties. However, employers can make use of their own processes and documentation.

11. Is it enough for employers to rely on the Department of Health equality analysis (DHEA) in compliance with the PSED in implementing the contract?

No. Employers should not wholly rely upon the DHEA without further analysis at a local level. The DHEA is an important starting point and a useful tool to assist employers when considering local conditions.

Employers should apply their equality duty as per their local circumstances when implementing the contract. Where there are not going to be local variations to the terms and conditions, it is not however necessary to re-undertake the analysis of issues contained in the DHEA relating to the nationally developed terms of the contract.

If employers identify concerns, the DHEA should be reviewed to establish whether those concerns have already been considered. Employers should then consider how, if at all, they may be able to mitigate any adverse impact locally in the way in which the terms of the contract are implemented. It is also important that employers recognise that an adverse impact is not necessarily of itself unlawfully discriminatory, and although employers should undertake the work to recognise disproportionate impact, the impact itself may be objectively justified as described at section 9.2 above. Employers should take into account the overall importance of the legitimate aim and proportionality when considering local concerns.
3. Conclusion and contact details

Employers and the Secretary of State are under an ongoing PSED and the implementation of the contract and its impact will remain under review. There is a wider ongoing duty on employers in local data collection to ensure the ongoing duty is complied with through monitoring.

If employers have any specific questions or wish to discuss any local concerns they should contact doctorsanddentists@nhsemployers.org
Annex A
Template: Local equality analysis for the introduction of the junior doctors’ contract

Description of decision:

Introduction of the national junior doctors’ contract

Owners of the policy:

[Name of trust]

Annexes: [Employer to attach/link to relevant evidence]

- National equality analysis for the agreement
- National terms and conditions
- Current trust EDS score and documentation
- Recent CQC reports
- [Other supporting documentation about the junior doctors’ contract, produced by NHS Employers]
- Other local guidance

What are the main aims, purpose and outcomes of the functions, strategy, project or policy and how does it fit in with the wider aims of the organisation?

1. To introduce the national junior doctors’ contract at [Name of trust].

2. Nationally, the aims of the contract are:

   a. to enable employers to roster doctors when needed across seven days, including evenings and weekends, more affordably to support the delivery of a seven-day NHS for patients in accordance with the clinical standards developed by the seven-days-a-week forum

   b. to end time-served automatic annual pay progression (AAPP) and establish a pay model based on the level of responsibility of the role being performed

   c. to provide doctors with greater certainty and predictability of earnings by: (i) increasing basic pay, and (ii) reducing the proportion of overall pay that is derived from (variable) additional payments
d. to ensure that doctors working the most unsocial hours/patterns are paid accordingly

e. to provide incentives to encourage entry into hard-to-fill training programmes or clinical academic training programmes and/or undertaking beneficial research work

f. to provide stronger measures to ensure adherence to safe working hours and patterns

g. to improve training/support for training.

3. [Local trust to include any specific local aims in introducing the contract]

List the main activities of the function, project/policy (for strategies list the main policy areas)

4. The new contract will apply to all doctors who: (a) commence work for the first time, and/or (b) take up a new contract of employment after the new contract is introduced. The new contract sets out their terms of employment.

Who are the key stakeholders?

5. The key stakeholders include:
   - the trust’s current and future junior doctors
   - the trust’s other clinical and non-clinical staff
   - patients.

How will the function, policy or strategy be put into practice and who will be responsible for it?

6. The new contract is planned to be introduced with effect from 3 August 2016, subject to a phased implementation commencing in October 2016.

7. [Insert local details of the implementation programme]

How will progress be measured?

8. [TBC locally]
What data is available to help inform the impact assessment?
Check available data research, studies, reports, audits, surveys, feedback etc. concerning each equality target group (race, religion/belief, disability, gender, sexual orientation and age) for this particular function or policy and list them below for each area.

9. [TBC locally]

Where, if any, are the gaps in the information required? What are the reasons for any lack of information? List them below in each area of race, religion/belief, disability, gender, sexual orientation and age.

10. Gaps in the relevant data are: [TBC locally]

Is additional information required? If yes, what is needed and how will this be carried out?

11. [Local employers to consider what further information is required to inform the local picture.]

**Analysis of the introduction of the new contract**

12. Impact analysis detailed in the table below. **FOR LOCAL COMPLETION**

<table>
<thead>
<tr>
<th>Does or could the policy or function have any influence on any of the equality strands in relation to:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>• promoting equality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• eliminating discrimination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• achieving equality</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Race | |
| Religion or belief | |
| Disability | |
| Gender | |
| Sexual orientation | |
| Age | |
| Gender reassignment | |
Maternity and pregnancy
Marriage and civil partnership

Assess the likely impact on equality

13. Potential impacts analysis detailed in the table below **FOR LOCAL COMPLETION**

<table>
<thead>
<tr>
<th>Group affected</th>
<th>Positive impact(s)</th>
<th>Negative impact(s)</th>
<th>Reason(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethnic groups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faith groups</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Disability groups</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Gender groups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sexual orientation groups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age groups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gender reassignment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maternity and pregnancy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marriage and civil partnership</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Where you have indicated there is a negative impact on any group, is that impact:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Lawful? i.e. it is not discriminatory under anti-discriminatory legislation

Intended?
14. [TBC locally]

Can changes be made to the function or policy?

15. [TBC locally]

Can the policy or function be implemented in a different way?

16. [TBC locally]

Is it possible to consider a different policy, which still achieves your aim but avoids any adverse impact?

17. [TBC locally]

What previous or planned engagement (both locally and nationally) on this function/topic/policy/area/project has taken place/will take place with groups/individuals from equality target groups?

<table>
<thead>
<tr>
<th>Equality target groups</th>
<th>Summary of engagement carried out or planned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race: black and minority ethnic communities</td>
<td></td>
</tr>
<tr>
<td>Faith groups</td>
<td></td>
</tr>
<tr>
<td>Disability</td>
<td></td>
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<tr>
<td>Gender</td>
<td></td>
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<tr>
<td>Sexual orientation</td>
<td></td>
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<tr>
<td>Age</td>
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</tr>
<tr>
<td>Gender reassignment</td>
<td></td>
</tr>
<tr>
<td>Pregnancy and maternity</td>
<td></td>
</tr>
<tr>
<td>Marriage and civil partnership</td>
<td></td>
</tr>
</tbody>
</table>
18. **[TBC locally]**

Have you involved your staff (who have or will have direct experience of implementing the strategy/policy/working on the project) in taking forward this impact assessment? If yes, how?

19. **[TBC locally]**

**Make a decision on the policy**

Summarise the findings and give an overview on whether the function or policy will promote equality and diversity.

20. **FOR LOCAL COMPLETION**

21. Policy Decision risks are detailed in the following table:

[Local Employers to complete /select level]

<table>
<thead>
<tr>
<th>What is the potential risk on equality?</th>
<th>What is the potential risk on promoting equality and good relations?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highly likely to have an adverse effect on equality <strong>High risk</strong></td>
<td>May possibly have an adverse effect <strong>Moderate risk</strong></td>
</tr>
<tr>
<td>Highly likely to promote equality of opportunity and good relations <strong>High potential</strong></td>
<td>May have the potential to promote equality and good relations <strong>Moderate potential</strong></td>
</tr>
</tbody>
</table>

If the potential for risk and benefit occurred, how substantial would these be in terms of the number of people affected and the severity of the problem?

<table>
<thead>
<tr>
<th>Lots of people from different groups may be affected to some extent</th>
<th>A few people may be adversely affected to some extent</th>
</tr>
</thead>
<tbody>
<tr>
<td>A few people may be affected but the effect on them will be highly adverse</td>
<td>A lot of people may be severely affected</td>
</tr>
</tbody>
</table>

**What practical actions are required to reduce or remove any adverse/negative impact?**
22. [TBC locally]

Give details of how the results of the impact assessment will be published.

23. [TBC locally]

Give details of the monitoring arrangement

24. [TBC locally]

[END]