

AGENDA

Cabinet

Date: **Thursday 17 March 2016**

Time: **2.00 pm**

Place: **The Council Chamber - The Shire Hall, St. Peter's Square, Hereford, HR1 2HX**

Notes: Please note the **time, date** and **venue** of the meeting.

For any further information please contact:

David Penrose

Tel: (01432) 383690

Email: dpenrose@herefordshire.gov.uk

If you would like help to understand this document, or would like it in another format, please call David Penrose on (01432) 383690 or e-mail dpenrose@herefordshire.gov.uk in advance of the meeting.

Agenda for the Meeting of the Cabinet

Membership

Chairman **Councillor AW Johnson**
Vice-Chairman **Councillor PM Morgan**

Councillor H Bramer
Councillor JG Lester
Councillor GJ Powell
Councillor PD Price
Councillor P Rone

AGENDA

Pages

HEREFORDSHIRE COUNCIL

Notice has been served in accordance with Part 3, Section 9 (Publicity in connection with key decisions) of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

Item No	Title	Portfolio Responsibility	Scrutiny Committee	28 Day Notice Given
4	Housing related support service - Supported Housing for Young person's project (SHYPP) contract	Health & Wellbeing	Health & Social Care Overview and Scrutiny	Yes
5	Agreement of Section 75	Health & Wellbeing	Health & Social Care Overview and Scrutiny	
6	Health Visiting and School Nursing Services: Direct Award of Contract 2016/17	Health & Wellbeing	Health & Social Care Overview and Scrutiny	Yes
7	Public Health services and designation of Director of Public Health	Health & Wellbeing	Health & Social Care Overview and Scrutiny	Yes

1. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2. DECLARATIONS OF INTEREST

To receive any declarations of interest by Members in respect of items on the Agenda.

3. MINUTES (TO FOLLOW)

To approve and sign the minutes of the meeting held on 10 March 2016.

4. HOUSING RELATED SUPPORT SERVICE - SUPPORTED HOUSING FOR YOUNG PERSON'S PROJECT (SHYPP) CONTRACT

7 - 34

To confirm future delivery arrangements for the young persons' housing related support services contract (SHYPP).

5. AGREEMENT OF SECTION 75

35 - 78

To agree a 6 month extension, to 30th September 2016, to the original S75 agreement between the Local Authority and the Herefordshire Clinical Commissioning Group.

6. HEALTH VISITING AND SCHOOL NURSING SERVICES: DIRECT AWARD OF CONTRACT FOR 2016/17

79 - 88

To agree direct award in 2016/17 to Wye Valley NHS Trust (WVT) for school nursing and health visiting services to enable service redesign, tender and mobilisation following novation of contracts to the council.

7. PUBLIC HEALTH SERVICES AND DESIGNATION OF DIRECTOR OF PUBLIC HEALTH

89 - 92

To approve a shared service with Shropshire council for the provision of professional services, which include those of the director of public health.

The Public's Rights to Information and Attendance at Meetings

YOU HAVE A RIGHT TO: -

- Attend all Council, Cabinet, Committee and Sub-Committee meetings unless the business to be transacted would disclose 'confidential' or 'exempt' information.
- Inspect agenda and public reports at least five clear days before the date of the meeting.
- Inspect minutes of the Council and all Committees and Sub-Committees and written statements of decisions taken by the Cabinet or individual Cabinet Members for up to six years following a meeting.
- Inspect background papers used in the preparation of public reports for a period of up to four years from the date of the meeting. (A list of the background papers to a report is given at the end of each report). A background paper is a document on which the officer has relied in writing the report and which otherwise is not available to the public.
- Access to a public register stating the names, addresses and wards of all Councillors with details of the membership of Cabinet and of all Committees and Sub-Committees.
- Have a reasonable number of copies of agenda and reports (relating to items to be considered in public) made available to the public attending meetings of the Council, Cabinet, Committees and Sub-Committees.
- Have access to a list specifying those powers on which the Council have delegated decision making to their officers identifying the officers concerned by title.
- Copy any of the documents mentioned above to which you have a right of access, subject to a reasonable charge (20p per sheet subject to a maximum of £5.00 per agenda plus a nominal fee of £1.50 for postage).
- Access to this summary of your rights as members of the public to attend meetings of the Council, Cabinet, Committees and Sub-Committees and to inspect and copy documents.

Public Transport Links

- The Shire Hall is a few minutes walking distance from both bus stations located in the town centre of Hereford.

RECORDING OF THIS MEETING

Please note that filming, photography and recording of this meeting is permitted provided that it does not disrupt the business of the meeting.

Members of the public are advised that if you do not wish to be filmed or photographed you should let the governance services team know before the meeting starts so that anyone who intends filming or photographing the meeting can be made aware.

The reporting of meetings is subject to the law and it is the responsibility of those doing the reporting to ensure that they comply.

FIRE AND EMERGENCY EVACUATION PROCEDURE

In the event of a fire or emergency the alarm bell will ring continuously.

You should vacate the building in an orderly manner through the nearest available fire exit and make your way to the Fire Assembly Point in the Shire Hall car park.

Please do not allow any items of clothing, etc. to obstruct any of the exits.

Do not delay your vacation of the building by stopping or returning to collect coats or other personal belongings.

The Chairman or an attendee at the meeting must take the signing in sheet so it can be checked when everyone is at the assembly point.



Meeting:	Cabinet
Meeting date:	17 March 2016
Title of report:	Housing related support service – SHYPP contract (Supported Housing for Young People Project)
Report by:	Contracts, quality and review lead

Classification

Open

Key Decision

This is a key decision because it is likely to be significant in terms of its effect on communities, living or working in an area comprising of one or more wards in the county. NOTICE has been served in accordance with Part 3, Section 9 (Publicity in Connection with Key Decisions) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

Wards Affected

County-wide

Purpose

To confirm future delivery arrangements for the young persons' housing related support services contract, currently delivered by SHYPP (Supported Housing for Young Persons Project), part of West Mercia Housing Group.

Recommendation(s)

THAT:

- (a) the accommodation based support element of the contract is remodelled with a proportion of the service financed through exempt rents to maintain the existing service level from 1 April 2016;**
- (b) a three month transitional period is allowed from 1 April to 30 June 2016 to support the financial change to the accommodation based support element;**
- (c) a 12 month transitional period is allowed from 1 April 2016 to 31 March 2017 to support the de-commissioning of the floating support element; and**
- (d) funding of £78,331 be made available to support the transition periods in recommendations b) and c) above.**

Alternative options

1. The support service is continued under existing contractual arrangements; this option is not recommended as the efficiencies that have been identified and the proposed delivery arrangements are in line with approaches already in place with other housing related support services, which will support the cost effective provision of support to those with high needs.
2. The entire service is decommissioned; this option is not recommended as the accommodation based support contributes towards the council's statutory homelessness duties by providing accommodation for those who are homeless or at risk of homelessness and variation to delivery has been identified to achieve savings whilst maintaining existing services to those in priority need level.

Reasons for recommendations

3. To ensure cost effective delivery of housing related support services to vulnerable young people. The service has two elements; a floating support service throughout Herefordshire, where vulnerable young people receive housing related support services, and accommodation based support, comprising three 'foyers' with a total of 31 rooms (in Hereford, Leominster, and Ross on Wye), which provide integrated learning through safe and secure accommodation with housing related support and training.
4. The introduction of Herefordshire Council's allocations policy in July 2014 supported previous legislative changes and ensured that affordable housing is allocated to those in greatest need. Making a homeless application is no longer a direct route into affordable housing. The transition of SHYPP service users to permanent accommodation has increased following the implementation of the allocation policy, which has reduced the waiting list for support.
5. The transitional periods, in agreement with SHYPP, will establish the future model of service delivery and fully map existing service users and needs. The transitional period will be for three months for the accommodation based remodelling and 12 months for the floating support, both running from 1 April 2016. The council will work closely with the provider to support the transition and ensure this is delivered to the timeframe.

Key considerations

6. Herefordshire Council commissions a range of housing related support services for individuals who are either at risk of homelessness or who are already homeless. As part of this, SHYPP provide housing related support services to vulnerable young people (16-25 year olds) aimed at preventing homelessness and supporting service users to acquire skills to manage and maintain independent living.
7. SHYPP was originally awarded a five year block contract, following a competitive tender process. The contract commenced on 1 April 2013 and is due to expire on 31 March 2018. The contract had a value at the commencement date of £2,264,000 on an annually reducing scale. Further contract negotiations resulted in a 10% saving against the contract value in April 2014. The current contract value is £392,400 per annum.
8. Service users can access assistance and advice to access and sustain suitable

accommodation, improve health, access education and employment opportunities, manage their finances, develop domestic and social skills, address their offending behaviour and meet their potential and aspirations.

9. Service utilisation

- Accommodation based support - currently to 31 service users, all of whom are 18 years old and over.
 - Floating support - currently delivered to 83 service users, of whom 7 service are 16 or 17 years old. Of the 83 individuals, 42 currently receive additional support from other agencies or council service areas, and 35 have been in receipt of the service for one month or less. 12 service users live in housing association properties and therefore should be supported by their own landlord's tenancy management arrangements, which will be in addition to any support received from SHYPP.
10. Elements of the accommodation based service have been identified as suitable to be financed through exempt rents. Exempt rent entitles a social landlord to recover the costs of providing additional services to tenants/service users with additional needs through housing benefit. It enables the council to fund enhanced levels of housing benefit for intensive housing management and to reclaim the money from the Department for Work and Pensions via the subsidy claim. Since this is simply a matter of a switch of funding source, there should be no financial impact on the service itself.
11. By maximising the exempt rent entitlement, there is a reduced need for direct contract financing by the council of the accommodation based service. The service will be able to continue at the existing level of 31 units and offer the opportunity for the provider to explore this across other supported accommodation they provide for young people. Support will be offered to the provider to facilitate the change of funding stream.
12. The utilisation of exempt rents will bring the service in line with other housing related support services. Delivering an element of the service through exempt rents will provide cost effective continuity of service to young people.
13. The three month transitional period for accommodation based services will provide a buffer during the implementation of exempt rents, as any delays in application and approval of housing benefit may result in a reduction in income to the provider and effect the service delivery.
14. For the floating support service, a 12 month transitional period is required to establish the future model of delivery and to fully map existing service users and needs. The transitional period will provide an opportunity to further engage with the young people currently using the service, SHYPP, and other providers/stakeholders to consider and potentially co-produce alternative models of accommodation/support that could provide an alternative to the existing high cost options available.
15. West Mercia Housing currently provide an additional 20 units of accommodation in Herefordshire, for young people who receive support through the SHYPP floating support service. During the 12 month transitional period, SHYPP will continue to support all individuals in this accommodation.
16. SHYPP have identified the element of floating support delivered to the additional 20 units of accommodation. A full case audit of these service users will be carried out between April and August 2016, during the transitional period, to establish the level of need and future model of delivery; any changes to the service necessary as a result of this review will be the subject of a further report.

17. SHYPP held an online petition: 'Support SHYPP to stop the council from cutting 66% of homelessness services to young people'. SHYPP have submitted a list of 2,295 signatures and contact details of individuals registering their support of the service.

Community impact

18. The service aims to meet the outcomes which contribute to the council's corporate plan to enable residents to be independent and lead fulfilling lives. The continued care and support service contributes to the health and wellbeing strategy aims and objectives "To enable residents to live safe, healthy and independent lives and to maintain service provision, to those with need, within the available resources". The service contributes to this by reducing demand on services, targeting care and support and increasing integration to support to the most vulnerable within the community.
19. The service works with vulnerable client group who have an eligible need. The service encourages and supports clients to become socially involved within the community and enables their independence.
20. The services contribute to the reduction of the number of people who are on the streets, supporting the work the police are undertaking through the Castlemain Project, where they work with other agencies, including the street pastors and services, to help those people get the advice and support they need whilst reducing the negative impact to the community

Equality duty

21. The equality duty covers the following nine groups with protected characteristics: age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The decision does not discontinue service and has no detrimental impact to eligible service users. Consultation with current service users indicated that the model of provision being proposed was the preferred option.
22. An equality impact assessment has been completed and is attached (appendix 1) any change made to the service by the provider will require a further equality impact assessment to be completed.

Financial implications

23. The current contract costs £392,400 per annum; the £260,000 savings can be achieved by:

	£ per annum
Utilisation of exempt rents for the accommodation based support (nil loss of income to the service provider)	100k
Decommissioning the floating support service	160k
Total savings	260k

24. The new contract value would be £132,400 per annum, to support service users through accommodation based support.

25. The cost of the transitional period from 1 April 2016 will be £78,331 which supports three months transition for accommodation based support and 12 months transition for the floating support service. This cost is being funded from the £600k budget for preventative measures, drawn from the resources secured through the 2% precept on council tax for adult social care.

Legal implications

26. The proposed contract variations are consistent with regulation 72 of the Public Contracts Regulations 2015.
27. Regulation 72 allows modification of a contract without requiring a new procurement if any one of a number of circumstances listed in regulation 72(1) applies. The circumstances which are relevant for our purposes are in regulation 72(1)(c) and (in the case of the use of the exempt rents) regulation 72(1)(e)
28. If these variations are approved, officers are expected to work with Legal Services to ensure the formal requirements of the contract regarding variations are met. This should be straightforward.

Risk management

29. There is the potential for an increase of homeless applications from young people aged 16 to 25 years old. In mitigation of this, the alternative housing floating support service provided by Home Group Stonham can be utilised to provide a service to those with a higher housing need; this service supports those at risk of homelessness with offending behaviour, substance misuse and/or complex needs. More general signposting enquiries for those in low level need could continue to receive a re-modelled service from SHYPP or may be directed to the wellbeing information advice service Herefordshire (WISH), or other existing support/signposting services for the appropriate service.

Consultees

30. The current provider, SHYPP Youth Advisory Board and service users have been consulted with to inform the review and report.
31. All service users were invited to take part in the consultation which included four 'drop-in' forums held at the three foyer locations across the county. (Appendix 2 and sub appendix A, B & C).

Appendices

Appendix 1 – Equality Impact Assessment

Appendix 2 – Consultation report including Sub Appendix A, B & C

Background papers

None identified



Equality Impact and Needs Assessment Form

A) General Information

Name of service, function, policy (or other) being assessed

Housing Related Support Service for Young People – SHYPP (Supported Housing for Young Persons project)

Directorate or organisation responsible (and service, if it is a policy)

Adult and Wellbeing

Date of assessment

January 2016

Names and/or job titles of people carrying out the assessment

Laura Lloyd – Contracts Quality & Review Lead

Accountable person

Martin Samuels, Director of Adults and Wellbeing

B) Describe in summary the aims, objectives and purpose of the proposal, including desired outcomes:

The service provides vulnerable young people (16-25 year olds) with Housing Related Support aimed at preventing homelessness and supporting service users to acquire skills to manage and maintain independent living.

The service has two elements; a Floating Support service throughout Herefordshire and Accommodation Based Support comprising of three foyers with a total of 31 rooms (Hereford, Leominster & Ross on Wye), which provide integrated learning through safe and secure accommodation with support and training.

The Service's objectives are met through supporting service users with; social inclusion, independence, choice and control over their lives, supporting service users to access and sustain suitable accommodation, improve health, access education and employment opportunities, manage their finances, develop domestic and social skills, address their offending behavior and meet their potential and aspirations.

Various contracts are being reviewed in line with targeted savings. Two areas have been

identified for potential savings:

The floating support element is decommissioned, any service users with high level need can be supported through the alternative Housing Related Floating Support service contract with Home Group (Stonham) which supports those at risk of homelessness with offending behaviour, substance misuse and/or complex needs and those with lower level needs can access the WISH for advice signposting and guidance.

The accommodation based support element of the service provides 31 units of accommodation, a proportion of the service can be delivered through exempt rents for intensive housing management.

Efficiencies have been identified against the current provision of service and the need to deliver the service in a different way, in line with other low level housing related support services. The use of exempt rents can be arranged for other supported accommodation with SHYPP that currently access the floating support service.

All housing related support service contracts have previously been reviewed to establish how to services can be delivered in a different way, where possible. The proposed changes will bring the service in line with the provision of other housing related support services within Herefordshire.

C) Context - describe, in summary;

<p>The number of people and/or providers that may be affected by the proposal.</p>	<p><u>Service Users:</u> Floating Support – currently supports 90 service users. Approximately 15% of service users are anticipated to be supported through other services with High need level, 47% are supported through additional support services, 13% have tenancies with registered social landlords and some support should be provided as part of their standard housing management. 11% of service users are aged 16 or 17 and live in accommodation provided by SHYPP</p> <p><u>Support Provider</u> The contract is currently delivered by SHYPP, who own and manage the accommodation.</p>
<p>What are the values of the contract(s) affected by the proposal? (if appropriate).</p>	<p>The total original contract value was £2,264,000 reducing over a 5 year period, from 1st April 2013 to the 31st March 2018.</p> <p>Savings of 10% were achieved in April 2015, through mid-contract negotiation, which equated to £130,800 for the remaining term of the contract. The contract value, as of the 1st April 2015 was £392,400 per annum.</p> <p>The floating support element of the service equates to approximately £160,000 per annum and currently supports 90</p>

	<p>service users.</p> <p>The accommodation based support element of the service provides support to 31 service users at any one time and equates to approximately £232,400 per annum, Specific elements of this service could be delivered through exempt rents which could equate to approximately £100,000 per annum.</p> <p>Both of the above identified savings could be achieved to deliver a total saving of £260,000 per annum. The remaining contract amount would equate to £132,400 per annum to support 31 service users in Foyer accommodation based support.</p>
<p>What are the geographical locations of those that might be affected by the proposal?</p>	<p>The Floating Support service is provided throughout Herefordshire.</p> <p>The Accommodation Based Support is based in Hereford City, Leominster and Ross on Wye.</p>

D) Who are the main stakeholders in relation to the proposal?

- | |
|---|
| <ul style="list-style-type: none"> • Service users • Provider (SHYPP - WM Housing) • Adult and Children Wellbeing directorate • Wider local community |
|---|

E) What are the anticipated impacts of the proposal?

<p>Positive impacts.</p> <p><u>Continuity of Service</u></p> <p>The continuation of the accommodation support through accessing exempt rent in line with other housing related support contracts (HRS) and ensures continued delivery of the service in a different way.</p> <p>The support service contributes to the Adult and Wellbeing aims and objectives: “To enable residents to live safe, healthy and independent lives and to maintain service provision, to those with need, within the available resources”.</p> <p>The service contributes to this by reducing demand on services, targeting support and increasing integration to support to the most vulnerable within the community</p>

Negative impacts

Resource pressure

Risk: There will be an increased demand on Housing Solutions Team and Children Services with enquires and an increase on existing floating support services.

Mitigate: The Housing Solutions team and Children Wellbeing will offer guidance and support to individuals. People with low level need can be supported through other support services such as; CAB, Herefordshire MIND, probation services, Women's Aid, and the new Wellbeing Information advice Services Hub (WISH) for Herefordshire which will signpost people to organisations including voluntary groups, local charities and food banks. Additionally those service users currently in Registered Social landlord accommodation can receive support from housing management/ tenancy support/income management officers.

Service users who require higher level support will be referred to specialist Housing Related Floating Support service delivered by Home Group (Stonham). This service provides support to those at risk of homelessness with offending behavior, substance misuse and/or complex needs

Increase rent for young people

Risk: The implantation of an exempt rent will increase the amount a service user currently pays and the risk is they could fall into higher arrears sooner. The increased rent will incorporate elements of the housing related support/ intensive housing management and therefore any voids or rent arrears would be met by the provider.

Mitigate: The council will support SHYPP to set up the exempt rent to ensure that the process is completed as soon as possible, to ensure service users do to all in debt during the process and will then be in line with other housing related support services.

F) With regard to the stakeholders identified and the diversity groups set out below;

	<i>Is there any potential for (positive or negative) differential impact?</i>	<i>Could this lead to adverse impact and if so what?</i>	<i>Can this adverse impact be justified on the grounds of promoting equality of opportunity for one group, or for any other reason?</i>	<i>Please detail what measures or changes you will put in place to remedy any identified adverse impact.</i>
Age	Yes	The composition of service is universal for clients 16 – 25 years, steps taken to mitigate the impact are recorded above.		
Disability	No	No. The composition of service is universal for clients		
Race	<i>This data is not available for analysis</i>			
Gender	<i>This data is not available for analysis</i>			
Sexual Orientation	<i>This data is not available for analysis</i>			
Religion/ Belief / Non Belief	<i>This data is not available for analysis</i>			
Pregnancy / maternity	<i>This data is not available for analysis</i>			
Marital Status	<i>This data is not available for analysis</i>			
Gender Reassignment	<i>This data is not available for analysis</i>			

G) Consultation

A full and detailed Communications Plan would need to be developed to ensure all stakeholders are involved.

A. Consultation with current Provider/ Landlord

A face to face meeting has taken place to consult with the current provider regarding the contract and potential future commissioning intentions. The contract is part of a wider strategic review of all services.

B. Internal Consultation with Adult Wellbeing & Children Wellbeing Directorates

Key stakeholders within the directorates have been consulted with to review the potential impact and ensure all options and the impact have been given due consideration.

C. Service User

All service users have been offered the opportunity to participate in the consultation. Four consultations events for service users have been undertaken and views of other stakeholders have also been taken. Result of the consultation are details within the Cabinet Member report.

H) Additional information and / or research

Include here any references or other sources of data that you have used to inform this assessment.

Are there any gaps in your evidence or conclusions that make it difficult for you to quantify the potential adverse impact(s) of this proposal? If yes, please list them here

If you have identified gaps in your evidence or conclusions, how will you explore the proposal in greater depth. Or, if no further action is required, please explain why.

Information and research used:

- PIE data
- Contract monitoring data Information from SHYPP
- Herefordshire Council Joint needs assessment JSNA

Housing Related support contract SHYPP review January 2016

Consultation Exercise

- As part of the contract review all existing service users were contacted and offered the opportunity to attend four service user forums at one of the three foyers (Hereford, Ross on Wye or Leominster) and complete a questionnaire asking them to comment on the service they had received. Service users were personally interviewed and Questionnaires were also left with support workers to enable service users to complete and return if they were unable to attend a meeting or felt more comfortable completing in private. Previous service users also responded but these questionnaires have not been included. Some questions were unanswered and some questions had 'double-entries'.
- Of the 113 service users within the service, **26 service users completed a questionnaire** (23%), all who expressed they were 'Very Satisfied' or 'Satisfied' with the service.

Of the 26 completed questionnaires:

- 73% of the service users accessed the service via self referral which included through 'Friends & family'.
- 19% accessed the service via the Housing Solutions team.
- 50% had been receiving a service for the period 0-6 months, whilst 11% had been receiving a service for between 19- 24 months, and 7% stated they had been receiving a service for over two years.
- Only 22 responded confirming the hours of support received, of which 55% receive 1-2 hours of support weekly.
- For those on floating support, 12 stated they received a service at either a Foyer or SHYPP offices on a regular basis.
- 80% confirmed that the support they received from SHYPP had prevented them from being homeless.
- 46% felt the service had made a positive difference to their life
- 77% confirmed that they were aware of their Housing Pathway/Action plan but the review of the plan varied.

Questionnaire Responses:

(Sub Appendix A)

Notes of meetings held with service users at Foyers:

Synopsis of Consultation January – February 2016

1. All service users (30 Foyer-based users and 83 'Floating support' recipients of the service) were invited to take part in the consultation which included four 'drop-in' forums held at the three Foyer locations across the county, Hereford, Ross and Leominster. 26 service users completed a

questionnaire regarding the service, although not all questions were answered. All participants confirmed their willingness to participate.

Observation: It is evident that work needs to be done around the referral process ensuring those in most need are referred and appropriate agencies fully involved.

2. From the results it is evident that the service is valued by the clients; 26 participants indicated they were 'very satisfied' or 'quite satisfied'. Nine reported that the service has made a positive change to their quality of life and 17 confirmed the service has enabled them to remain in their own home or find suitable alternative accommodation. Three are trying to secure more suitable accommodation

Observation: It is evident that the service provides low level support and some service users felt 'the service was open to favouritism of service users' and the need for support workers to provide information on what other support services are available.

3. The majority of the face to face interview discussed the importance of social inclusion and the positive impact this has with their behavior and attitude towards everyday living. The support given is in relation to confidence building, helping with a range of benefits and form filling, and helping with relationships, even support for young parents

Observation: It was evident this provided good support but to those with relatively low levels needs?

4. It was evident from talking with the service users and having 1:1 interviews with them that there was wide spectrum of personal experience. A small proportion presented as very vulnerable or with a dysfunctional background and others described a service as an addition rather than a necessity.

Observation: No formal assessment takes place, as the majority of service users are self-referred. In the meetings and 1:1s, it was evident some people had issues with lack of confidence, substance misuse, suffered abuse and thoughts of suicide etc, without having been formally assessed.

5. It was evident that strong personal relationships were formed between service users and support workers, with ex-service users continuing to access the service for advice a number of years after leaving the service or even leaving the county.

Observation: Is it the person rather than organisation that people seem to have the relationship with and it is unclear if this is recorded.

6. Existing service users are supported by other agencies, including but not limited to: Homegroup (Stonham), Children's Services 16+ team, Midland Heart, Kemble and Probation Service.
7. Stakeholders have responded in support of the service with comments received from: Bulmers Foundation, Herefordshire Anti-Poverty Alliance, a Supported Lodging host. (for detail see below).

The Youth Advisory Board (YAB) of SHYPP (a group of young people (16-25) using the service who feed into the Management Board of SHYPP), gave the following statement: (Sub appendix B)

Statements from current or ex-service users

(Sub appendix C)

26 received back in total (plus 2 from ex –service users)

Not all questions were responded to/some double marked/no detail given

**Supported Housing for Young people project (SHYPP) Contract
Review**

Service user questionnaire

Introduction

You receive support services that are paid for by Herefordshire Council through a housing support contract delivered by WM Housing group (SHYPP).

To help us review and develop our services we want to get your views on the support you receive or have received. In particular, we want to hear about your quality of life and how services have affected you and have supported you to remain living in your home.

What we would like you to do

If you are happy to take part, answering the questions will take about 10 minutes. If you choose not to answer these questions this is fine.

What will be done with the results of the questionnaire?

The results of the questionnaire will be used by Herefordshire Council Adult and Wellbeing Commissioning team to see how happy people are with their support they have received from SHYPP and assess their experiences. The results will also be used for reviewing the service and help inform future commissioning of services.

Confidentiality

Your answers will be treated as confidential: You will not be personally identified and your answers will not affect the services you receive. However, if you do indicate during the interview that you are being hurt or harmed by anybody or your safety or health is at risk then I will ask someone to contact you initially to talk about it. This is the only circumstance under which your answers will be linked to you.

Consent

Can you confirm that you are happy to take part?

YES

NO

1.	Who referred you to the support service with SHYPP? 26 received	<input type="checkbox"/> 5 Housing Solutions Team <input type="checkbox"/> 2 Floating Support Service <input type="checkbox"/> 19 Other (detail below)	8.	Do you feel the support you receive makes a positive difference to your life & if so how?	<input type="checkbox"/> 12 Yes <input type="checkbox"/> 2 No Detail: below _____
2.	Overall how satisfied are you with the service you have received from SHYPP? 26 responses	<input type="checkbox"/> 21 Very satisfied <input type="checkbox"/> 5 Quite satisfied <input type="checkbox"/> Neither <input type="checkbox"/> Quite dissatisfied <input type="checkbox"/> Very Dissatisfied (please give detail) _____	9.	Are you or have you been in receipt of any other support, if so from who?	
3.	How long have you received support from SHYPP? (26 responses)	<input type="checkbox"/> 13 0-6 months <input type="checkbox"/> 3 13 – 18 months <input type="checkbox"/> 2 7-9 months <input type="checkbox"/> 3 19 -24 Months <input type="checkbox"/> 3 10– 12 months <input type="checkbox"/> 2 Plus 24 months	10.	Do you feel safe in your environment?	<input type="checkbox"/> 17 Yes <input type="checkbox"/> No
4.	How many hours a week does a support worker visit you? 22 responses	<input type="checkbox"/> 12 1-2 hours <input type="checkbox"/> 7-8 hours <input type="checkbox"/> 5 3-4 hours <input type="checkbox"/> 4 More than 8 hours <input type="checkbox"/> 3 5-6 hours 0 hours - 1	11.	Does your support worker visit you at home or elsewhere?	<input type="checkbox"/> 10 Home <input type="checkbox"/> Other Detail: Foyer x 9 Berrington Street office x 3
5.	Who is your support worker?		12.	Is there anything you feel you were not helped with by the service or anything you are unhappy about?	
6.	What assistance does your support worker give you?	<input type="checkbox"/> Y Confidence building <input type="checkbox"/> Y Budgeting <input type="checkbox"/> Y Form filling <input type="checkbox"/> Y Housing issues <input type="checkbox"/> Other (detail below) —	13.	Do you understand your Housing Action/Pathway Plan and is this reviewed with you?	<input type="checkbox"/> 20 Yes <input type="checkbox"/> 2 No Detail: monthly x 3, Bi-weekly, Fortnightly, Not reviewed regularly, 3 months
7.	Has the support you've received helped you gained or improved any skill and if so which skills?	<input type="checkbox"/> 18 Yes <input type="checkbox"/> 2 No Detail: below _____	14.	Has the support you've received enabled you to stay in your home and prevented you from becoming homeless?	<input type="checkbox"/> 21 Yes <input type="checkbox"/> 1 No 1 Unsure Detail: _____
			15.	If you needed to find alternative accommodation, did SHYPP assist you with this?	<input type="checkbox"/> 15 Yes <input type="checkbox"/> 3 No 1 Not sure Detail: _____
			16.	Do you have any suggestions on how the service could be improved?	

1. Other

'Friends' 'family x 9' ' 1 ex service user'

'Early Intervention team (psychosis)', 'Social worker' '16+ team'

'Doctor', 'social care'

'College', 'Poster'

Self

HV

'Lets Talk Herefordshire'

2. How satisfied comments

Huge support helped me grow as a person. Get a job & further education

The support from staff changed my life

They have supported me and made me feel safe

5. Support workers

Ali x 3

Tash x 2 & Counsellor Jess

Laura x 4

George x 3

Jess x 5 / Not allocated/ Tracey

Sam/Linsey

Alex

6. Other Assistance

Mental health support

Learning to live/ self sufficiency

Still seeing 16+ team, Register as self-employed

7. Skills

Team building / Budgeting

Cooking x2, life skills, interviewing skills x 2, social skills x2

Earned qualifications & skills in filming, & art, media & writing skills

Independence x3/ How to apply for things & general knowledge of how to live

Confidence x 3 / maintaining tenancy/Housing

Self-confidence/talking to people/ ready to move on, Better at keeping things up yto date & being more co-operative.

8.

Because I know what I want in life

Without Shypp I'd still be on drugs

With the support I have genuinely turned my life around after being depressed and traumatized from my gran, grandad & mum dying with 4 years. I know now how to get the most out of life.

They support me through my mental health crisis

I don't know what to do without the support of SHYPP

I feel more able to talk to people about things going on

More confidence x 3/Every day life/ They help me with any situation instead of getting anxious & ignoring the problem

'Developing screen play skills, Independence/Confidence/team building

'If it wasn't for Jess & Sam I'd probably be back at my mums or my ex-partner. We've got on better since I moved out'

9. Other Support

Pomona

Counselling x 2

Early intervention team/Crisis team/Stonebow hospital

Childrens services/ 16+ team/ Shaw trust

CAMS/CAF

Midland Heart

Kemble

ISVA (VIA Police) , Probation, Health & Counselling Family support workers

Mum

12. Anything unhappy with

'No helped with everything'

'So far the service has been great I have been living in the foyer for 2 weeks now'

'Not all service users treated equally e.g. warnings & appeals against warnings'

'Not SHYPP but Kemble do not carry out repairs – poor landlord'

'Understanding about my rent payments'

14.

'Without the support I would have become homeless again and not improved my situation'

'Prevented homeless'

'I have not moved into my own tenancy but am receiving support on how to do so'

'Had already been kicked out before I made contact with Shypp'

'Yes, moving in structured way'

'I could go back to my mums but it's a full house so I would probably ended up homeless'

'Stay on top of bills'

15. Alternative accommodation found

'Sorted accommodation myself'

16. Suggestions

'Don't think night staff is needed' 'effective', ' More support workers and more homes'

'Everything is perfect', ' More rooms', ' More courses and training activities to help people earn qualifications or be more aware of particular issues'

'Keep continuing', 'Not enough knowledge', 'Take on board service users views and listen more before acting'. 'A place that isn't above a basement',

'I feel that strenuous activities carried out throughout the day at the foyer could be greatly improved by adding a pool table for use by service users'

'Meeting other Shypp service users from Ross & Hereford to share experiences'

'They do so much – they work themselves out of a job – there's always someone new who needs help'



The Youth Advisory Board (YAB) of SHYPP is a group of young people (16-25) using the service who feed into the Management Board of SHYPP. The purpose of YAB is to promote a positive image of young people in the wider community, shape change which effects young people locally and offers young people to build transferable skills and confidence in a formal setting.

In response to the Consultation, the Youth Advisory Board would like to make the following statement in response to the proposals made by Herefordshire Council in relation to the changes of the 2013-18 SHYPP Contract. The statements in bold are quotes that YAB Members have said during the official Consultation Period.

“People who don’t come through the foyer may need more support which might not be so obvious”

Outreach is crucial in supporting young people in their own tenancies. SHYPP support on average 100 young people a month out in the community of Herefordshire who may not need the high level support which is given in our three foyers. The 70 young people we support in the community may just need advice and guidance to stay in the home, crisis work when they initially become homeless or outreach when they have a current tenancy in the community but may need guidance to manage that tenancy or their utility bills.

In the past many of the Youth Advisory Board Members have taken part in school prevention workshops, and we strongly believe this has helped in reducing the amount of young people who have not become homeless or they have been able to access the right advice to be able to stay in the family environment.

“You can’t put a set time limit on individual needs when all young people are at different stages of becoming independent in their living situation”

In regards to the proposals, young people like ourselves who SHYPP support in Outreach or Crisis management may have their support disrupted or stopped at a time that is crucial to the individual’s development. During this Consultation, young people have flagged up that sometimes they have no one else like family or friends when they come in or leave the SHYPP service and the support they receive from the organisation is vital to their mental health, lifestyle and employment/training prospects.

“SHYPP and its services are a family. Everyone looks out for each other. Taking or reducing a service can be compared to the loss of a family member”

The YAB are very keen to work with SHYPP management and Herefordshire Council after this Consultation to minimise the potentially huge impact of these proposals in relation to the young people SHYPP support. As the voice of the young people SHYPP support, we feel there needs to be a

joined up approach in how these proposals (if approved) will really affect the service we offer and how to best manage this change in the months ahead.

It has been a tense time for all of us we feel with emotions running high and we appreciate the time given to us. So on behalf of the young people in the service who have attended the Council Consultation meetings over the last few weeks, The Youth Advisory Board Members would like to thank Herefordshire Council and SHYPP management for allowing us to have a say on these matters that will affect ourselves and many other young people in the future, and for allowing us to put this statement together.

We also like to take this opportunity to extend our thanks to the Local Authority for the continued support of SHYPP over the last 10 years, and look forward to working alongside all involved in a joint and equal partnership.

Seb Bowley

Chair of SHYPP's Youth Advisory Board (*Signed on behalf of Youth Advisory Board Members*)

If you would like to contact the Youth Advisory Board in relation to this Statement or the work we do, please do so by emailing Hugo.Sugg@wmhousing.co.uk or calling 01432 374320.

Statements from current or ex service users

I stayed in one of the SHYPP residences in 2003 for around a year. The support, understanding, housing, and life they helped me to take control of was a vital part of my formative years, when I was dealing with incredibly difficult situations and didn't know what to do or where to go. The service offers vital support for young people, provides housing, advice, and a place young people can feel safe, sleep, have someone to talk to, help with any life aspect they need, or simply just a meal. Thanks to SHYPP I went on to continue studying at college, followed by university, became fully independent at 16, and now I have a successful career. Had SHYPP not been available, I don't know where I would have ended up. I urge Herefordshire council to reconsider these cuts, and provide all possible support to SHYPP. RF, London, United Kingdom

Shypp doesn't just help to house young, vulnerable people - this service goes above and beyond to support all kinds of people who have difficulties.

Without this organisation I would not be where I am today - shypp not only gave me a roof over my head, the support staff taught me how to be independent and understand the responsibilities of being a young adult - when the relationship between myself and my parents became disjointed. Shypp were there for me when nobody else was.

I now have my lovely home that I share with my now husband, I have completed my degree and I'm in full time employment - because shypp gave me the confidence that these lovely things are achievable.

Don't cut the future youth of Hereford to have these opportunities when things aren't at their greatest SS Hereford, United Kingdom

I'm signing this because I am a former resident of a SHYPP foyer. SHYPP provided me with great support, they encouraged me and praised me, they kept me on track in my time of need. SHYPP are an essential part of Hereford and surrounding areas and cutting its funding would be devastating to the whole community. PA Herefordshire, United Kingdom

I am a young person living in S.H.Y.P.P, I have lived here three times now and I believe if the funding was decreased by such a dramatic amount the support service we have will be affected, I use the service all the time, they have supported me with finding work, and gaining the necessary services to assist me in my everyday life. Thankyou for your time. DG Hereford, United Kingdom

I was once homeless and SHYPP helped me out, I think this is definitely important for young people who have to go through the same thing AW Hereford, United Kingdom

I'm signing this because I lived at Hereford shypp and it helped me massively, was a great atmosphere, and the support workers helped me no end and did a marvellous job! I ended up with a career in mobile care and my own place, due to their efforts at the time it helped shape me to who I am today, a happily married man with my own family, the shypp helped enable me to have cooking lessons and guitar lessons, and access to Internet to help find jobs and do research, it would be a terrible shame for unfortunate others not to have the same access to great lessons in life due to government cuts, CJ Rowledge, United Kingdom

I am signing this petition because shypp have provided me with the independence and support that I needed, including life lessons that are crucial to any young person. Having moved into the

foyer, shypp is a big part of my life and without them I wouldn't be the independent person I now am AV, Hereford, United Kingdom

Without shypps support when i needed it my life would not be worth living! I now volunteer and have now been made full time. Please sign this petition and support the future of Herefords young people! Our next generation! SB Marden, United Kingdom

I'm signing because SHYPP helped me set my life on the right track when it was falling to bits. Many people wouldn't be here at all or who they are today without SHYPP. JH Hereford, United Kingdom

SHYPP and the staff are all amazing. Without them, I would definitely not be where I am now. EB Hereford, United Kingdom

I was in the shypp only for a short period of time but when I moved in I had nothin in my life and by the time I left I had a job nice clothes and was a happy young man again the staff were amazing and if it wasn't for them and there service I don't know wer I would b right now so please don't cut there services if anything help them because they do an amazing job and help so many people DT Hereford, United Kingdom

I was lived with SHYPP when I was 18 and in a really bad place.They literally saved me...I owe them a lifetime of thanks X KM Royal Wootton Bassett, United Kingdom

I used to live at shypp 14 years ago and now I work in supported living myself.. It is needed so much in hereford.RS Hereford, United Kingdom

Shypp helped me when I became homeless at 16, I lived in both the foyer and move on house at Eric brown in Hereford. I was in a very bad place and I don't know where I would be now without the help of the staff at shypp! VG Hereford, United Kingdom

The shypp helped my in my darkest days and prevented my going and further down the dark path I has heading down, these places need to stay open and be supported by the government as they genuinely change save people's lives and without the shypp I dread to think about where I would be today, how can places like this be under consideration to be closed? There are more costly things out there which serve a much lesser purpose that won't be closed down so something as great as this organisation shouldn't be under the spotlight and rather supported by the government. Don't make the victims of society the ones to be punished further!JG Much Birch, United Kingdom

i used to live here and it literally saved me from a dark path in life. i was depressed and didnt speak to my family for years after i was kicked out. for the 2years i lived here shypp not only prevented me from living rough or sofa surfing but they built my confidence to live on my own as i was only 16. theyre an amazing group of support worlers and do an amazing job when theres no other hope. a place like this should be expanding because of its importance not the other way around!AK Hereford, United Kingdom

I used to live in SHYPP they took me in when I was homeless and gave me the best support they could give really helpt me am in such a better place and still get aftercare support of them SD Hereford, United Kingdom

Shypp supported me when I needed it most & I wouldn't be where I am now if it wasn't for Shypp NL Much Marcle, United Kingdom

They took me in and helped me become the man I am today working and supporting my family.JW Kingstone, United Kingdom

I was with the ship and they helped me become the person I am today I couldn't thank them enough JM Bromyard, United Kingdom

Because I live in shypp and they have helped me and friends out with alot of problems I had and I'm very thankful.KM Hereford, United Kingdom

I was a resident of the Leominster SHYPP 10 years ago. I was suffering from mental health issues and had recently experienced a dramatic family breakdown. I dread to think about the number of other young people in similar situations who might not have the help available that I was lucky enough to get. VW London, United Kingdom

SHYPP has been a literal lifeline for me in moving forward from the negatives in the past.SC Leominster, United Kingdom

SHYPP saved me during a particularly dark period of my life, and helped numerous of my friends too when they were least able to help themselves. SHYPP is an invaluable service that I hold dear to my heart. They need to keep being able to provide their excellent support services indefinitely!SC Cardiff, United Kingdom

I use to live in the one in Hereford white cross Rd KA Leominster, United Kingdom

I was part of SHYYP and I wouldn't be who or where I am today without them BK Hereford, United Kingdom

I'm signing because SHYPP has helped me in the past and I think they are such an important organization, a lifeline for some KM Leominster, United Kingdom

Before being housed at SHYPP I was sofa surfing and putting myself in dangerous situations. I was going to kill myself if I could not be housed. SHYPP helped me to turn my life around, go to university an help other young people in similar circumstances. Please do not reduce this vital service to young people, you have no idea of the impact it has on their lives. LK Brighton, United Kingdom

shypp is an amazing organisation who helped me. and the staff are just amazing. CA Hereford, United Kingdom

They helped me in my time of need FP Tewkesbury, United Kingdom

They helped me when I literally had nothing and there are plenty of people out there that are the same situation...AB Leominster, United Kingdom

It's so important in our area to have this scheme running as the level of young people that need help is so high. I needed this support right up until I was in my twenties, and it was because of Shypp and their help and support I was housed in a foyer and now have my own flat. Great organisation and Thankyouuuu again to all the staff who helped me. CW Hereford, United Kingdom

I used this service when I was young they helped me to pull through one of the toughest parts of my life .. Such an important and worth while service RC hailsham, United Kingdom

I had never heard of SHYPP until a couple of weeks ago when my health visitor mentioned them. I had been fighting with the council for 4 months about my accommodation and I couldn't get anywhere. I met up with a woman called Ali, explained my situation and she made a few calls and within hours - I mean hours the council called me. The council couldn't do enough for me - all of a sudden they found all the paperwork that they kept saying they couldn't find. I'm currently waiting to be rehoused (finally) with the support and help from Ali at SHYPP I wouldn't have been able to get this far. It'd be a shame if they don't keep this place going with full support. CR Hereford, United Kingdom

without shypp I'd be homeless and living on the streets AC Leominster, United Kingdom

Helped me to get a flat after I had been living in a tent for five weeks. helping me sort through things and to get my life back. I still need them KP Leominster, United Kingdom

SHYPP changed my life, without them I probably wouldn't be going to uni now and have gotten so far, since they got me off the street and helped me get on my feet my life has improved so much! LB Hereford, United Kingdom

I wouldn't be where I am today if it had not been for the help I received as a homeless teenager. I was able to finish my education and lead an action packed life. I'm now 28 and have gone back to the company as an employee. Nobody wanted to help me over ten years ago, however SHYPP did. RS, Hereford, United Kingdom

I used to live in Ross foyer and it was an amazing time for me. I have very good memories of that place and I think that it is brilliant for homeless people around Herefordshire CE Gilwern, United Kingdom

I live in Ross foyer and the support we get is good and many of us don't want to lose it OM Ross-on-Wye, United Kingdom

This service helped my daughter when I was not able to. It is very important. HS Hereford, United Kingdom

Help people like myself and others who suffer with anger or depression mental health issues ship fantastic help people in need JJ Hereford, United Kingdom

Shypp helped me when I was homeless so I sign to say I want shypp to help many others JR Rugby, United Kingdom

This charity helped me out when my dad died and helped me become a functional human being. AS Manchester, United Kingdom

These people helped me though a hard time wen I was younger and wouldn't be the girl I am today without them LT Leominster, United Kingdom

Shypp helped me when I had nothing left but the clothes on my back and to take that away from young people should be classed as a crime because if it was not for Shypp I would probably be dead. MH Stretford, United Kingdom

young people depend on this just like I did st one stage in my life SC Leominster, United Kingdom

i live in shypp LG Ross-on-Wye, United Kingdom

I have signed this because I went through shypp and they help me so help shypp out they have done so much for people in herefordleominsterross&wyeBG Hereford, United Kingdom

I'm signing this petition because with out shypp I wouldn't be where I am today they helped me when nobody else would and feel that if they cut the funding that young people ever where will feel let down and useless in life.... So at least give them hope GR Belmont, United Kingdom

I was supported by shyppAP Ross-on-Wye, United Kingdom

I care deeply about the service, as an ex-service user. HS Worcester, United Kingdom

I used to live in herefordshypp foyer EH , Hereford, United Kingdom

im signing because shypp has help out a lot so im signing this petition because shypp has helped me out loads and have been amazing ! SD , Hereford, United Kingdom

SHYPP has helped me a lot of the years. CM Herefordshire, United Kingdom

I'm signing because theybarr very helpful and support with my family to help me move and be more outgoing as atm am stuck in a top flat with to young kids. So they are being very helpful. VH Kington, United Kingdom

I'm signing because I moved into shypp when I was 16 due to difficulties at home. I was in such a bad place and didn't think things would get better only worse but they did. They helped and surported me so much. I owe them a lot. Without them people like me want have the chance at life like I did and could go down horrible roads when if they have the help from shypp it could change their life. Please pleaseplease keep shypp going their amazing and the young people of Hereford need them! JP Hereford, United Kingdom

I was saved by SHYPP. I left home due to issues with my dad and wouldn't be where I am today without them. Some things really make a difference in life and as a vulnerable youth it's nice to have people that are there to help you develop DA Hereford, United Kingdom

As I lived in Ross foyer and helped me out a lot X AB Hereford, United Kingdom

I used to live in Shypp and they are a very useful service for young people LH Ross-on-Wye, United Kingdom

SHYPP has helped me prepare myself for independent living. It has also expanded my social network. Supported me through tough situations. THANK YOU SHYPP!!!! KW Leominster, United Kingdom

Shypp helped me find a home when I suffered psychosis and also helped me find friends when I was a young mum. SE Ross-on-Wye, United Kingdom

Because I was homeless and without shypp I wouldn't have been where I am today SC Hereford, United Kingdom

Shypp helped me for 2 years off my life JS Kington, United Kingdom

I know what it was like to be homeless I had some help from a shypp worker MT Monmouth, United Kingdom

I used to use them KR Hereford, United Kingdom

Shypp helped me get my first place VH Hereford, United Kingdom

They helped me a lot they are amazing for support LH Hereford, United Kingdom

Having used SHYPP service in the past they need more money to help more people not have their budget cut CP Leominster, United Kingdom

As a teenager I received a lot of help from SHYPP if it weren't for them I haven't a clue where I would be right now. BJ Llanbadarn Fawr, United Kingdom

I lived in a SHYPP foyer SB, Hereford, United Kingdom

I use the service HC Hereford, United Kingdom

These guys are an amazing help, don't know what I would have done without them! LC Tenbury Wells, United Kingdom

They helped me when I needed it most! JR Hereford, United Kingdom

I would not be where I am today if I didn't have shypp, they helped me turn my life around and they even supported me when I found out I was pregnant and through the pregnancy, they even helped me at short notice to get a flat otherwise me and my son would have been homeless today SB Hereford, United Kingdom

Although I got viced from shypp(thru my own errors) they helped me get off the street and they supported me throughout my entire period living there. JG Leeds, United Kingdom

Young people like myself need shypp and its support. MB Hereford, United Kingdom

im a resident at shypp foyer and if ididnt have the support that i get from a day to day basis idont know where i would be right now before i came to shyppi was depressed but with shypps help i have become more confident within my selfCH Hereford, United Kingdom

SHYPP helped and supported me at a crucial time in my life where I was at my lowest ebb. Had they not been there for me I daren't think what life would be like for me now. BM Hereford, United Kingdom

Shypp helped me get my housing situation sorted after I became homeless RG Hereford, United Kingdom

I'm signing because I am currently in supported housing I have been in the system for nearly 5 years so I know how much this petition actually means. What has this county come to!!LW Hereford, United Kingdom

Shypp supported and help me get on my feet SR hereford, United Kingdom

SHYPP supported me when I was homeless if it wasn't for SHYPP I wouldn't of had no where to go, the staff are amazing it would be a shame for other young people to miss the opportunity to go to SHYPP SM, Leominster, United Kingdom

SHyPP helped both me and my partner by housing us, this meant that we could not only eat from day to but could also seek housing from the council. now we have our own house through the council. without shypp we would have been homeless for a long time. KJ Leominster, United Kingdom

I live in shypp AW Credenhill, United Kingdom

I was a resident at leominster foyer with my partner for 6 months. We were kicked out of our parents houses at the age of 18 and were homeless until shypp reached out to us. They took us in and gave us the strength to get back on our feet again and helped us both with our mental issues KB Leominster, United Kingdom

Shypp help a lot of people including me! They support people who don't know where to turn. KM Leominster, United Kingdom

I am one of the young people and I am just starting to get the help I need.SD Leominster, United Kingdom

Helped me a lot. KH Hereford, United Kingdom

I'm signing because shypp help me when I need the help and now I have my own flat because of themBDHereford, United Kingdom

SHYPP helped someone I know. KP Lower Bullingham, United Kingdom



Decision maker:	Cabinet
Decision date:	17 March 2016
Title of report:	Agreement of section 75 (s75)
Report by:	Joint commissioning better care fund manager

Classification

Open

Key decision

This is a key decision because it is likely to be significant in terms of its effect on communities living or working in an area comprising one or more wards in the county.

Notice has been served in accordance with Part 3, Section 9 (Publicity in Connection with Key Decisions) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

Wards affected

Countywide

Purpose

To agree a six month extension to the original section 75 agreement between the local authority and Herefordshire clinical commissioning group (HCCG), to 30 September 2016.

Recommendation(s)

THAT:

- (a) the extension of the general section 75 agreement (at appendix one to this report) to 30 September 2016 be agreed;**
- (b) the section 75 agreement for the better care fund (at appendix two to this report) for the period 1 April 2016 to 30 September 2016 be agreed;**
- (c) the principle of developing a single section 75 agreement between the council**

Further information on the subject of this report is available from
Amy Pitt, joint commissioning better care fund manager on Tel (01432) 383758

- and Herefordshire clinical commissioning group (from September 2016 onwards) is approved, which will be presented at a future cabinet ratified; and
- (d) authority be delegated to the director for adults and wellbeing to finalise the council's funding contribution and detail of the better care fund delivery plans, following approval by the health and wellbeing board.

Alternative options

- 1 This partnership arrangement under section 75 of the NHS Act 2006 enables partners to commission integrated health and social care services to better meet the needs of the service users than if the partners were operating independently. The current agreement is due to end on 31 March 2016, unless further extended. The extension of the general section 75 agreement and the section 75 agreement for the better care fund is the recommended option.
- 2 An alternative option would be for the section 75 agreements to be terminated and services to be commissioned individually by partners. However, this is not recommended due to the benefits gained through joint commissioning.
- 3 Continuing the section 75 arrangements through two separate agreements is an option. However, the principle of developing a single agreement is recommended in order to achieve efficiencies and to reduce duplication.

Reasons for recommendations

- 4 To ensure that sufficient time is available for the development of a single section 75 agreement and that contractual agreement are in place whilst this work is completed.
- 5 The section 75 agreement provides a contractual framework for the use of pooled funds between the council and HCCG to enable services to be delivered and commissioned co-dependently. The arrangements enable delegation of functions in order to secure efficiencies and to avoid duplication. The recommendation has been made for this to continue within one section 75 agreement in the future.

Key considerations

- 6 The original agreement (referred to in this report as the general agreement) was entered into by the council and HCCG in 2013 for a period of three years, under section 75 of the NHS Act 2006 to commission integrated health and social care services to better meet the needs of the service users than if the partners were operating independently.
- 7 An extension period of up to six months is requested in order to allow partners to work together to develop and refine the services to be included in the section 75 agreement.
- 8 A further section 75 agreement has been entered into between the council and HCCG specifically in relation to the implementation of the better care fund (BCF) plan. The first year of this agreement ends on 31 March 2016. To enable the activity funded under the two agreements to be consolidated into a single section 75 agreement is recommended that the better care fund section 75 agreement for 2016/17 be approved for up to a six month period pending a further decision on the new single agreement.
- 9 The intended aims of the existing partnership agreements include:

Further information on the subject of this report is available from
Amy Pitt, joint commissioning better care fund manager on Tel (01432) 383758

- a. Promote the independence of people through a strategic shift to health promotion, prevention, early intervention and supported self-management to produce better outcomes and greater efficiency for the health and social care system;
 - b. Focus on helping people who may be at risk of needing health and social care support to remain independent for as long as possible;
 - c. Tailor interventions and support services which better understand and respond to the needs of the whole person and those of their carers
 - d. Maintain good governance and transparency to drive effective partnership working
- 10 The schemes included within the general section 75 agreement include:
- a. Children's complex needs solutions
 - b. Contribution towards herefordshire safeguarding children's board
 - c. Carers hub
 - d. Community equipment store
 - e. Kington court (intermediate care provision)
 - f. MIND (providing residential and nursing accommodation for adults of working age with mental health illness)
- 11 A cabinet decision was taken on 21st January 2016 in relation to the provision of short breaks and respite care services for children with disabilities (regarding the service delivered by wye valley NHS trust at 1 ledbury road). This scheme is partly funded through the better care fund and therefore is dependent upon the continuation of the section 75 agreement.
- 12 The better care fund has been established by the government to provide funds to local areas to support the integration of health and social care. It is a requirement of the better care fund that the HCCG and council establish a pooled fund for this purpose. The better care fund section 75 agreement sets out the terms on which the partners have agreed to collaborate in delivering the better care fund plans, which are approved by the health and wellbeing board.
- 13 Clear governance and information sharing protocols are in place and will be maintained during the six month extension and implementation periods.
- 14 During the six month extension period partners will work together to develop a single section 75 agreement, which will incorporate the general section 75 arrangement and the better care fund section 75 agreement. This consolidation into a single agreement will allow monitoring and reporting to become combined and will ensure that duplication is minimised. It will also enable partners to further improve the quality and efficiency of services and continue to make more effective use of resources. Fortnightly better care fund planning meetings are currently in place to monitor the progress of the development of a single agreement. Draft documents will be developed by June with the aim of finalising content during July and for governance processes to be completed for September 2016.

- 15 The proposed extension will also be subject to approval by the HCCG. This is currently scheduled for 29 March 2016.
- 16 Herefordshire is developing the One Herefordshire plan, which is an alliance of all the health and social care organisations working together to address the fundamental issues facing our community. The better care fund plan is a key component and integral part of this overarching plan for Herefordshire. Discussions are currently taking place with the HCCG about integration plans and a form of joint commissioning arrangement. Detailed proposals regarding this development will be brought forward in due course in a separate report.
- 17 National guidance documents regarding better care fund plans for 2016/17 are yet to be published resulting in a delay in establishing clear plans at this point. It is therefore recommended that authority is delegated to the director adults and wellbeing to finalise detail of the better care fund delivery plans, following review by the health and wellbeing board.

Community impact

- 18 Understanding Herefordshire and local needs assessments provide the evidence base to inform the development of a single section 75 agreement.
- 19 The existing section 75 agreements support the delivery of the Herefordshire Council Corporate Plan 2016 – 2020 aim to enable residents to live safe, healthy and independent lives and to secure better services, quality of life and value for money.
- 20 In addition the agreements support the health and wellbeing strategy aim for 'Herefordshire residents are resilient, lead fulfilling lives, are emotionally and physically healthy and feel safe and secure'.

Equality duty

- 21 The council is committed to equality and diversity using the Public Sector Equality Duty (Equality Act 2010) to eliminate unlawful discrimination, advance equality of opportunity and foster good relations.
- 22 It is not envisaged that the recommendations in this report will negatively disadvantage the following nine groups with protected characteristics: age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

Financial implications

- 23 The general section 75 agreement will be extended for six months to September 2016 at the same funding levels as for 2015/16 (annual budget £5.3m). The budget for the general S75 agreement for April to September 2016 will be £2.65m (council funding £1.95m, HCCG funding 0.7m). The financial impact on the BCF budget for the second half of 2016/17 is shown in paragraph 29 below.
- 24 The general S75 includes a risk share arrangement for the complex needs pool which will continue for the duration of the contract extension. The other funds represent fixed contributions by one partner or the other to contracts or services and carry no risk of variation.
- 25 The table below shows the original budgets (as included within the BCF S75

Further information on the subject of this report is available from
Amy Pitt, joint commissioning better care fund manager on Tel (01432) 383758

agreement), the final agreed budget and the forecast spend for 2015/16.

BCF Section 75 Budget / Forecast 2015/16	LA Contrib £'000	HCCG Contrib £'000	Total S75 Budget £'000	Final Budget £'0000	F/Cast 2015/16 £'000
Protection of Social Care*		4,520	4,520	4,520	4,520
Sub Total Pool 1		4,520	4,520	4,520	4,520
Community Health & Social Care Services Redesign		6,716	6,716	6,716	6,716
Total Pool 1		11,236	11,236	11,236	11,236
Implementation of Care Act*		458	458	458	458
Total Minimum Fund (revenue)		11,694	11,694	11,694	11,694
Home Market Mgt (Pool 2)	21,729	12,811	34,540	27,048	28,242
DFG / Social Care Capital	1,356	0	1,356	1,356	1,356
TOTAL FUNDING (BCF 15/16)	23,085	24,505	47,590	40,098	41,292

* These are the funds which are transferred from the HCCG to the local authority.

- 26 The BCF fund is reporting an overspend for 2015/16 of £1.2m, due to an increase in continuing health care (CHC) placements. These are health funded placements for people with ongoing health conditions which meet national criteria for health funding. The in year pressure has resulted in a financial pressure for the council of £0.8m under the risk share arrangements for 2015/16.
- 27 The 2016/17 budgets are expected to be broadly consistent with the figures for 2015/16, but have not yet been agreed.
- 28 NHS guidance for planning the BCF in 2016/17 has still not been published (16th February) (originally due in December 2015), and therefore the full financial implications for the council cannot be determined with certainty.
- 29 NHS England has now published the minimum fund allocations for 2016/17, and these are shown in the table below. Indicative figures for the additional pool (based upon December current clients) are included as a guide to the overall BCF budget for 2016/17. The financial impact of consolidating the two S75 agreements for six months into one agreement are shown below:

BCF Section 75 Indicative Budget 2016/17	LA Contrib £'000	HCCG Contrib £'000	Total S75 Budget £'000
Total Minimum Fund (revenue)		11,749	11,749
Care Home Market Mgt (Pool 2)	19,000	8,600	27,600
Disabled Facilities Grant	1,558	0	1,558
TOTAL INDICATIVE BCF BUDGET	20,558	20,349	40,907
Consolidation of Original S75 (6 months)	1,952	699	2,651
INDICATIVE TOTAL S75 BUDGET (post consolidation)	22,510	21,048	43,558

- 30 The minimum fund allocations do not specify the values to be attributed to the

Further information on the subject of this report is available from
Amy Pitt, joint commissioning better care fund manager on Tel (01432) 383758

protection of social care and implementation of the Care Act, and national guidance on BCF planning has not yet been issued. The council budget setting process took a prudent position and assumed that funding would be maintained at the same level as 2015/16, £5m in total. The council position is that a proportion of the increase in minimum funding should transfer to the council, it could be as low as £25k or in the region of £80k. The amount is subject to publication of the national planning guidance and local negotiation.

- 31 The final budgets for the care home market management pool (the additional pool) will reflect the costs of the clients supported as at the end of February 2016, but the December figures are shown above as a guide.
- 32 The BCF risk share arrangements were put in place for year one (2015/16) only and recognised that further work would be required to develop a risk share agreement for year two. Risk share arrangements will be renegotiated with the HCCG for 2016/17 to ensure that the council does not fund health costs.
- 33 Within the minimum fund allocation NHS England has identified £3.3m of ringfenced funds for NHS commissioned out of hospital services. The allocation also makes reference to a risk share agreement for the ringfenced fund. The national guidance is required in order to determine the impact, if any for the council.

Legal implications

- 34 Section 75 of the National Health Service Act 2006 contains powers enabling NHS bodies (as defined in section 275 and 276 of the NHS Act 2006) to exercise certain local authority functions and for local authorities to exercise various NHS functions. The parties entered into a section 75 agreement in exercise of those powers under and pursuant of the NHS Regulations 2000.
- 35 Clause 3.1 of the original section 75 agreement allows for the term of the agreement to be extended for a period and on varied terms as the parties agree, beyond the initial term and in accordance with the provisions of clause 15 of the original section 75 agreement.

Risk management

- 36 If the proposed six month extension of the section 75 agreements are not agreed then the formal risk share arrangements will no longer be in place, which poses a risk to the council. If the extension is not granted then a separate risk share arrangement would need to be established.
- 37 Risk will be managed and controlled through the governance structure, which includes both the joint commissioning board and the health and wellbeing board.
- 38 Risk share arrangements are currently in place for the general section 75 agreement which includes risk for partners being in proportion to their contribution. A risk share agreement regarding the better care fund is in place for 2015/16 and is currently being negotiated regarding 2016/17. Therefore this extension does not extend the current risk share arrangements.
- 39 If the HCCG do not agree with the extension it may pose a risk to the council and to the delivery of services. Council officers are working closely with HCCG colleagues in developing better care fund plans, which includes the establishment of section 75 arrangements. Working in close partnership will assist in minimising this risk.

Consultees

- 40 The HCCG Governing body will take a formal decision on 29th March 2016. The better care fund plan will be submitted to the health and wellbeing board during March and final plan taken to NHS England on 11 April 2016.

Appendices

Appendix One – general section 75 agreement

Appendix Two – better care fund section 75 agreement (to follow)

Background papers

None

DATED 2013

**HEREFORDSHIRE CLINICAL
COMMISSIONING GROUP (1)**

and

**THE COUNTY OF HEREFORDSHIRE
DISTRICT COUNCIL (2)**

AGREEMENT Under

**Section 75 of the National Health
Service Act 2006**

Contents

1. DEFINITION AND INTERPRETATION
2. COMMENCEMENT AND DURATION
3. EXTENDING THE INITIAL TERM
4. PARTNERSHIP ARRANGEMENTS
5. FUNCTIONS
6. AIMS AND OUTCOMES
7. SERVICES
8. PERFORMANCE MANAGEMENT
9. FINANCIAL CONTRIBUTIONS
10. OVERSPENDS AND UNDERSPENDS
11. SET UP COSTS
12. GOVERNANCE
13. QUARTERLY REVIEW AND REPORTING
14. ANNUAL REVIEW
15. VARIATIONS
16. EQUALITY DUTIES
17. FREEDOM OF INFORMATION
18. SCRUTINY
19. DATA PROTECTION AND INFORMATION SHARING
20. CONFIDENTIALITY
21. AUDIT
22. INSURANCE
23. INDEMNITIES
24. LIABILITIES
25. COMPLAINTS AND INVESTIGATIONS
26. HEALTHWATCH
27. DISPUTE RESOLUTION
28. TERMINATION
29. CONSEQUENCES OF TERMINATION
30. PUBLICITY
31. NO PARTNERSHIP
32. THIRD PARTY RIGHTS
33. NOTICES
34. ASSIGNMENT AND SUBCONTRACTING
35. SEVERABILITY
36. WAIVER
37. ENTIRE AGREEMENT
38. FORCE MAJEURE

39. FAIR DEALINGS

40. GOVERNING LAW AND JURISDICTION

Schedules

1. Aims and Outcomes
2. Services
3. Contributions
4. Governance Structure
5. Information Sharing Protocol
6. Financial Arrangements

This AGREEMENT is dated

PARTIES

(1) The County of Herefordshire District Council (“the Council”) of “Brockington”, 35 Hafod Road, Hereford HR1 1SH

(2) Herefordshire Clinical Commissioning Group (“the CCG”) of “Brockington”, 35 Hafod Road, Hereford, HR1 1SH

BACKGROUND

(A) Section 75 of the National Health Service Act 2006 contains powers enabling NHS bodies (as defined in sections 275 and 276 of the NHS Act 2006) to exercise certain local authority functions and for local authorities to exercise various NHS functions. The Partners are entering into this Agreement in exercise of those powers under and pursuant to the NHS Regulations 2000.

(B) The Partners are committed to better integration of NHS functions and the Council’s health-related Functions to achieve the Aims and Outcomes, and therefore wish to enter into the arrangements under this Agreement.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: this Agreement between the CCG and the Council comprising these terms and conditions together with all schedules attached to it.

Aims and Outcomes: the objectives of the Partners, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Functions are exercised, as described in clause 6 and Schedule 1.

CCG’s Functions: [shall have the meaning set out in regulation 5 of the NHS Regulations 2000.

CCG’s Authorised Officer: The CCG’s Accountable Officer or any properly appointed successor.

CCG’s Financial Contribution: The CCG’s financial contribution for the relevant Financial Year. The CCG’s Financial Contribution for the First Financial Year is set out in Schedule 3.

Council’s Authorised Officer: The Council’s Director of People Services or any properly appointed successor.

Council’s Financial Contribution: The Council’s financial contribution for the relevant Financial Year. The Council’s Financial Contribution for the First Financial Year is set out in Schedule 3.

4

Change in Law: a change in Law that impacts on the Partnership Arrangements, which comes into force after the Commencement Date.

Commencement Date: the date of this Agreement.

Data Protection Act means the Data Protection Act 1998

Dispute Resolution Procedure: the procedure set out in clause 27.

Financial Contributions: the financial contributions of the Partners as set out in Schedule 3.

Financial Year: 1 April to 31 March.

First Financial Year: The financial year 2013-14.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

Functions: the CCG Functions and the Council's Functions.

Information: has the meaning given under section 84 of FOIA.

Information Sharing Protocol: the protocol describing how the Partners will share Information as contained in Schedule 5, or such document that the Council shall adopt to replace it which shall be incorporated into this Agreement under the provisions of clause 15.

Law: any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

NHS Act 2006: National Health Service Act 2006.

NHS Regulations 2000: the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617).

Partner: either the CCG or the Council, and "Partners" shall be construed accordingly.

Partnership Arrangements: the arrangements made between the Partners under this Agreement.

Personal Data: shall have the same meaning as set out in the DPA 1998.

Pooled Fund: a pooled fund comprising the Council's Financial Contribution and the CCG's Financial Contribution for the Services designated in Schedule 2

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Council .

Representative: a Partner's employee, agent or subcontractor of the other Partner including any employee who is seconded to a Partner and is acting in accordance with that Partner's instructions.

Request for Information: a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations 2004 (SI 2004/3391) (EIR).

Service Provider: a third-party provider of any of the Services, as commissioned by the NHS Body or the Council before the Commencement Date or the Council from the Commencement Date.

Service Users: individuals who are eligible to receive the Services.

Services: the services to be delivered by or on behalf of the Partners under this Agreement, as more particularly described in Schedule 2.

Working Day: any day other than Saturday, Sunday, a public or bank holiday in England.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 Words in the singular include the plural and vice versa.

1.5 A reference to one gender includes a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to writing or written includes faxes and e-mail.

1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall take effect on the Commencement Date and shall continue until 31st March 2016 unless further extended under clause 3.

3. EXTENDING THE TERM

3.1 The Partners may extend this Agreement for a period and on varied terms as they agree, beyond the initial term in accordance with the procedure contained in clause 15

4. PARTNERSHIP ARRANGEMENTS

4.1 The Partners enter into these Partnership Arrangements under section 75 of the NHS Act 2006 to commission integrated health and social care services to better meet the needs of the Service Users than if the Partners were operating independently.

4.2 From the Commencement Date, any previous Section 75 agreements between the Partners or their predecessors are replaced by the provisions of this Agreement.

4.3 The Partners will when commissioning ensure the proper discharge of their statutory responsibilities.

4.5 A Section 75 Board (“the S75 Board”) will be established to oversee the operation of all joint working arrangements and its functions are further detailed in clause 12.

5. FUNCTIONS

5.1 The CCG Functions to which the Partnership Arrangements relate are as set out in regulation 5 of the NHS Regulations 2000 and relating to Service Users and providing or making arrangements for the provision of acute and community based health services to adults including day services and facilities.

5.2 The Council Functions to which the Partnership Arrangements relate are as defined in the Regulations and are further specified in:

5.2.1 Schedule 1 to the Local Authority Social Services Act 1970, as amended and subject to Regulation 6(a) and referring to the Mental Health Act 1983 Parts II, III and VI, Sections 66, 67, 69(1), 116 and 117 (except for the acceptance of guardianship applications under Section 8(1) and the receipt of Notices under Regulation 12 of the Mental Health (Hospital, Guardianship and Consent to Treatment) Regulations 1983), Sections 21 to 27, 29 to 30, 48 of the National Assistance Act 1948, Health Services and Public Health Act 1968, Section 65 as it relates to other

assistance to voluntary organisations, Chronically Sick and Disabled Persons Act 1970, Sections 1 and 2, Housing Act 1985 Section 72(b), National Health Service and Community Care Act 1990 Sections 46 and 47, Carers (Recognition and Services) Act 1995, Housing Act 1996 Section 213(1).

5.2.2 Regulation 6(b) of the NHS Regulations 2000, as such functions relate to Service Users

5.2.3 The Mental Health Act 2007 with regard to Approved Mental Health Practitioners (AMPH) and Section 12 Approved Medical Practitioners.

6. AIMS AND OUTCOMES

6.1 The intended aims of the Partnership Arrangements are to:

6.1.1 Promote the independence of people (including children and families) through a strategic shift to, health promotion, prevention, early intervention and supported self-management to produce better outcomes and greater efficiency for the health and social care system;

6.1.2 Focus on helping people who may be at risk of needing health and social care support to remain independent for as long as possible;

6.1.3 Prioritise the development of services that support people's recovery after an accident or episode of ill-health (including reablement, intermediate care, crisis response and telecare);

6.1.4 Ensure that personalisation works for those with on-going needs so they are able to plan and direct their own support and have a choice of cost effective solutions;

6.1.5 Tailor interventions and support services which better understand and respond to the needs of the whole person and those of their carers;

6.1.6 Make access to education, social care and support services as easy as possible for the people with assessed eligible needs;

6.1.7 Ensure that each person who needs education, social care and support services can identify a single professional who has overall responsibility for the arrangements being made to help them, and who is in a position to deal rapidly and effectively with changes in the person's circumstances;

6.1.8 Ensure that decisions about the level and nature of the services are made in a manner that is fair and easy to understand, importantly these will be jointly agreed so there is no dispute about one Partner making decisions which affect the other over such issues as eligibility for care;

6.1.9 Promote wide involvement of voluntary and community organisations, patients and service users, professionals and other staff in the development of approaches that promote well-being and prevent the need for acute and intensive interventions;

6.1.10 Facilitate the development of a skilled and motivated health and social care and early intervention workforce, with easy access to high quality training and development opportunities, with clearly defined pathways and communications between health and social care to ensure a seamless customer journey;

6.1.11 Actively involves Service Users and their carers in decisions about their care and proposed developments of services;

6.1.12 Maintain good governance and transparency to drive effective partnership working;

6.1.13 To make the most effective possible use of the overall funding and resources available in responding to Service Users' needs;

6.1.14 To ensure the interdependencies of each partner's strategic plans are addressed in the delivery of better outcomes:

6.1.15 to ensure there is clarity on decision-making and accountabilities for effective operation and management of the partnership

6.1.16 to achieve the overall Aims and Outcomes stated in Schedule 1

6.2 It is agreed that the Partnership Arrangements will enable the CCG and the Council to maintain improvements in the ways in which the CCG Functions and Council Functions respectively are exercised by continuing to effectively address the issues of:

6.2.1 Inconsistency and inequality of access to and outcomes from service; and

6.2.2 Inefficient use of resources arising from unnecessary duplication and organisational boundaries.

7. SERVICES

7.1 The Council agrees to act as lead commissioner of the Services listed in Part 1 of Schedule 2

7.2 The CCG agrees to act as lead commissioner of the Services listed in Part 2 of Schedule 2

7.3 Both Partners shall provide or procure the Services and shall be accountable to each other for the Functions for the benefit of Service Users:

7.3.1 To ensure the proper discharge of the Partners' Functions;

7.3.2 with reasonable skill and care, and in accordance with best practice guidance;

7.3.2 In all respects in accordance with the Aims and Outcomes, the specifications of the Services and their relevant contract monitoring provisions and the provisions of this Agreement.

7.3.3 In accordance with its standing orders or other rules on contracting; and

7.3.4 In accordance with all applicable Law.

7.4 Each Partner shall provide such information:

7.4.1 As is required by the other Partner for the purpose of monitoring the management and provision of the other's Functions;

7.4.2 Necessary to enable the other Partner to have assurance of fulfilling its statutory obligations;

7.4.3 Unless a Partner considers that provision of such information would be in contravention of the Data Protection Act or prohibited by any other law or binding guidance to which that Partner is subject to any confidentiality undertakings with a third party, legal or professional privilege.

8. PERFORMANCE MANAGEMENT

8.1 The Partners shall appoint the Authorised Officers to be their representatives in managing this Agreement

8.2 The Authorised Officers will arrange for and attend monitoring meetings on a bi-monthly basis to discuss the performance of this Agreement and in particular to monitor whether the Services are being performed in accordance with their contractual specifications, and applicable Key Performance Indicators ("KPI's").

8.3 Special meetings of the Authorised Officers can be called by any of the Partners with at least 1 day notice by E-mail to each member in the following circumstances:

10

8.3.1 Urgent matters relating to the safety and welfare of patients and service users

8.3.2 In response to a quality, performance or financial query by any regulator or other competent body

8.3.3 For any purpose one of the Partners considers of sufficient importance that it cannot wait until the date of the next monthly meeting

8.5 Notes shall be kept of all proceedings and agreements of the Authorised Officers' meetings and copies shall be circulated to all Partners by E-mail within five (5) working days after the end of the meeting to which they relate.

8.6 Copies of notes discussions and recommendations of the meetings will be retained by a designated secretary, with historic notes and records being passed to any new secretary on appointment.

9. FINANCIAL CONTRIBUTIONS

9.1 This Agreement envisages that each Partner's Financial Contribution will be set out in Schedule 3 for each Service.

9.2 The CCG shall be responsible to pay the sums agreed in Schedule 3 in accordance with this Agreement.

9.3 The Council shall also be responsible to pay the sums agreed in Schedule 3 in accordance with this Agreement.

9.4 The Partners shall agree the Financial Contribution for each following Financial Year before the expiry of the preceding Financial Year.

9.5 The Council's Financial Contribution is deemed to include the sums it may recover from the Service Users, irrespective of whether they are actually recovered.

9.6 The Partners shall contribute all grants or other allocations that are intended to support the provision of the Services to the relevant fund.

9.7 The Herefordshire Council and the Herefordshire CCG will continue to retain separate accountability for their use of financial resources and will have separate director level finance representation and audit arrangements. Apart from pooled budgets where agreed, health and social care funding will be held in separate budgets, although these may be managed in an aligned way to facilitate joint approaches.

9.8 The following principles will be applied in reaching a decision on joint working of any type which has a financial impact on one or both Partners:

9.8.1 The proposed arrangement should bring qualitative, productivity or direct financial benefits which demonstrate a sound return on any investment required

9.8.2 The sharing of the benefits between the Partners is clearly articulated and agreed

9.8.3 The balance of risk between the Partners is clearly articulated along with plans for mitigation or sharing of risk

9.8.4 The mechanism for either Partner to withdraw from the arrangement and the allocation of responsibility for exit costs and residual liabilities are explicit.

9.8.5 The financial principals, mechanisms and frequency of reporting and reviewing financial and performance are included in Schedule 6, and the financial position shall be reported quarterly to the Section 75 Board.

9.9 The financial position in respect of the Agreement shall be reported quarterly to the Section 75 Board.

10. OVERSPENDS AND UNDERSPENDS

10.1 Both Partners shall use all reasonable endeavours to arrange for the discharge of the Council Functions and the CCG Functions within the Financial Contributions available in each Financial Year.

10.2 Both Partners shall endeavour to manage any in-year overspends within its commissioning arrangements for the Services.

10.3 Both Partners shall make each other aware of any potential overspend as soon as it becomes aware of this possibility. They will highlight reasons for the overspend, both current and projected, and make recommendations for action to bring the relevant Financial Contributions back to balance.

10.4 If, at the end of the Financial Year or on termination or expiry of this Agreement, it becomes apparent that there has been an overspend of either Partner's Financial Contribution then the Partners shall meet the overspend in accordance with the provisions of paragraph 2 of Schedule 6;

10.5 Both Partners shall make each other aware of any potential underspend in relation to Financial Contributions, prior to the end of the Financial Year. The Partners shall highlight reasons for the underspend and identify any part of that underspend which is already contractually committed.

10.6 The benefit of any underspend at the end of the Financial Year or on termination or expiry of this Agreement (whichever is appropriate) shall:

10.6.1 If the Partners agree, be returned to the Partners in proportion to their Financial Contribution for the Financial Year in accordance with Schedule 6 ;or

10.6.2 If the Partners agree, be deducted proportionately from the Partners' Financial Contributions for the following Financial Year; or

10.6.3 Re-invest the sums in such manner as both Partners agree.

11. SET UP COSTS

11.1 Each Partner shall bear its own costs of the establishment of the Partnership Arrangements under this Agreement.

12. GOVERNANCE

12.1 Schedule 4 sets out the overall governance structure for this Agreement. Central to this will be the operation of the S75 Board. This will comprise of the Partners' Authorised Officers and such other members as shall be agreed. The remit of the S75 Board will cover performance management and monitoring the Agreement and it will report on a bi-annual basis through the CCG's Board and the Council's Cabinet to the Health and Wellbeing Board. The S75 Board's operation shall be informed by input from the Children and Young People's Partnership Forum, the Children and Families Commissioning Group and the Adult Commissioning Group. The Health and Wellbeing Board will have a system wide focus for Herefordshire and will approve strategic plans and priorities, including those for substantial service change to benefit the whole population.

12.2 The Partners will make arrangements to ensure that all Service Users are safeguarded and their welfare is promoted. The Partners will lead and support the organisation and development of the Herefordshire Safeguarding Children Board and the Herefordshire Safeguarding Adults Board. They will ensure services commissioned have clear safeguarding policies with policies/procedures agreed by the Herefordshire Safeguarding Children Board and the Herefordshire Safeguarding Adults Board.

12.3 Partners will ensure services commissioned adhere to safeguarding policies, and procedures which will be made clear in all contracts and framework agreements. These will be monitored and action will be taken where breaches occur.

12.4 The Partners will also be able to demonstrate that they have:

12.4.1 Clear priorities for early intervention (including the use of Common Assessment Framework), safeguarding and promoting the welfare of children, young people and vulnerable adults in their strategic plans

12.4.2 A clear commitment by senior managers to the importance of early intervention, safeguarding and promoting children, young peoples and vulnerable adult's welfare and the need to work across organisations to be effective in safeguarding the public.

12.4.3 That the responsibilities to safeguarding and promoting the welfare of children, young people and adults are integral to each member of staff's work and are integrated into corporate plans.

12.4.4 A culture of listening to and engaging dialogue with children, young peoples and vulnerable adults seeking their views in ways appropriate to their age and competency and

taking account of these in individual decisions and the establishment or development and improvement of services

12.4.5 Clear plans (whether corporate or for individual Service Users) which demonstrate that personalised care is central to all clinical or social interventions

12.4.6 Clear lines of accountability and governance across the organisation for the provision of services which take account of early intervention, safeguarding and promoting children, young peoples and vulnerable adult's welfare

12.4.7 Arrangements to work effectively across organisations including clear policies and protocols regarding sharing information to enable staff to safeguarding and promoting the welfare of children, young people and vulnerable adults

12.4.8 Clear policies to safeguard and promote the welfare of children, young people and vulnerable adults including effective complaints policies, whistle blowing policies and procedures for dealing with allegations against a member of staff or volunteers which members of staff/volunteers are made aware of.

12.4.9 There are clear care pathways and care plans for times of transitions for children/young people and adults who receive treatment both within and outside Herefordshire.

12.4.10 Arrangements to ensure all staff receive the appropriate training (and refresher training) to equip them to carry out their responsibilities with regard to safeguarding effectively

12.4.11 That there is an effective complaints process in place and available to all staff and Service Users

12.4.12 That there is a clear equality and diversity statement in place and training in equality and diversity issues is available to staff.

12.4.13 There is a process for recording incidents, concerns and referrals in relation to children, young people and vulnerable adults and the actions that result from these

13. QUARTERLY REVIEW AND REPORTING

13.1 The Partners shall carry out a quarterly review of the Partnership Arrangements within 30 days of the end of each Quarter.

13.2 The Authorised Officers shall submit a quarterly report setting out:

- (a) The performance of the Partnership Arrangements in the preceding Quarter; and
- (b) Any forecast overspend or underspend of the Financial Contributions.

14

14. ANNUAL REVIEW

14.1 The Partners agree to carry out a review of the Partnership Arrangements within two months of the end of each Financial Year (“Annual Review”), including:

14.1.1 The performance of the Partnership Arrangements against the Aims and Outcomes;

14.1.2 The performance of the individual Services against the KPI’s, service levels and other targets contained in the relevant contracts;

14.1.3 plans to address any underperformance in the Services;

14.1.4 Actual expenditure compared with agreed budgets, and reasons for and plans to address any actual or potential underspends or overspends;

14.1.5 Review of plans and performance levels for the following year; and

14.1.6 Plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.

14.2 The Partners shall prepare an annual report following the Annual Review for submission to the Partners' respective boards.

15. VARIATIONS

15.1 Any variation to this the Agreement shall only take effect upon written Agreement of the terms between the Council and CCG.

15.2 The Partners agree that variations to the Agreement shall primarily be used as a means of developing and refining the Services and the Agreement.

15.3 If any requested variation/change cannot be agreed or the terms of its implementation cannot be agreed, either Partner may refer the variation/change to the Dispute Resolution procedure in Clause 27.

16. EQUALITY DUTIES

16.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.

16.2 In Commissioning the Services, the Partners shall:

16.2.1 Adopt and maintain anti-discriminatory and equal opportunity policies and practices and shall provide copies of all such policies to the other Partner promptly on request;

16.2.2 Take account of the Human Rights Act 1998 and in performing the Agreement not do anything in breach of that Act.

16.2.3 Have due regard for the requirements of the public sector equality duty as contained in Chapter 1 Part 11 of the Equality Act 2010.

17. FREEDOM OF INFORMATION

17.1 The CCG and the Council both being public bodies are subject to the Freedom of Information Act 2000 (“the Act”). In compliance with the Act the Partners agree that requests under the Act will be dealt with as follows,

17.2 Upon receipt of a request by a Partner (“the Receiving Partner”) that Partner is responsible or the reply to the request, but:

17.2.1 if the request relates solely to information the Receiving Partner does not have and which is owned by the other Partner the request will be transferred to the respective Partner within 20 Working Days;

17.2.2 If the request relates to information being held by one Partner on behalf of another Partner then the Partners will consult on the request but the responsibility for the request will remain with the Receiving Partner.

17.2.3 For the avoidance of doubt the delegation of a Partner’s functions under this Agreement does not include a delegation of that Partner’s Chief Executive role as a Qualified Person under Section 36 of the Act.

18. SCRUTINY

18.1 The Partners acknowledge that the Partnership Arrangements and Services shall be monitored and reviewed by the CCG Board and the Council’s cabinet and functions as well as any properly authorised regulator.

18.2 The Partners will make senior officers available to attend each other’s committees and boards with responsibility for the development of policy and the scrutiny of commissioning decisions taken in relation to the Services.

18.3 The Partners will also supply monitoring information for consideration by such committees and boards, and will also comply with any other reasonable request for information from those committees and boards.

18.3 The Partners shall maintain and comply with their own separate whistleblowing policies in regard to this Agreement.

19. DATA PROTECTION AND INFORMATION SHARING

19.1 Each Partner shall (and shall procure that any of its Representatives involved in the provision of the Services shall) comply with any notification requirements under the Data Protection Act. Both Partners shall duly observe all their obligations under the Data Protection Act, which arise in connection with this Agreement.

19.2 The Partners shall share information about Service Users to improve the quality of care and enable integrated working. The Partners shall adhere to the Information Sharing Protocol when sharing information under this Agreement.

19.3 The Partners acknowledge and agree that the Information Sharing Protocol has been developed to ensure compliance with:

19.3.1 The Data Protection Act and the Freedom of Information Act 2000;

19.3.2 Guidance on information sharing as described in the "Guidance on the Section 75 Partnership Arrangements" referred to in HSC 2000/010 and other relevant guidance;

19.3.3 The principles of confidentiality that apply to the health and social care of individuals;

19.3.4 The common law rules of confidentiality;

19.3.5 Any information which is to be shared by reference to any protocol under the Crime and Disorder Act 1998; and

19.3.6 The requirements for safeguarding adults and children as may be required from time to time.

19.4 The Partners agree that principles set out in clause 25.3 and the Information Sharing Protocol shall be observed and shall operate to ensure that the objectives of the Partnership Arrangements are met and that the health and social care needs of individuals in respect of which the Partnership Arrangements may be exercised are not denied or hindered.

19.5 When either Partner obtains access to Personal Data (as defined in the Data Protection Act) obtained by or in the possession of the other Partner, it shall ensure that both it and its employees will duly observe all their obligations under the Data Protection Act and under this Agreement in respect of such information.

19.6 The Partners agree that any sharing of information about Service Users in order to improve the quality of care commissioned shall be subject to the Data Protection Act, the Information Sharing Protocol. The Protocol applies to disclosures where consent has been obtained.

19.7 Subject to the following provisions of this section the Partners shall work together to establish effective arrangements to permit and control the exchange of information to support the Partnership Arrangements.

19.8 Each Partner shall use its best endeavours to keep in strict confidence (and shall bind its employees and agents to keep in strict confidence) any personal or other information of a confidential nature relating to this Agreement.

19.9 Neither Partner shall use or disclose any such personal or confidential information other than as permitted by the Data Protection Act.

19.10 Without prejudice to any other provision of this Agreement, each Partner shall at times comply with the requirements of the Data Protection Act in respect of any personal data howsoever acquired or processed for the purposes of, or in the operation of, the Partnership Arrangements and no personal data collected or processed for any purposes connected with this Agreement will be disclosed to any other person otherwise than in strict accordance with the provisions of the Data Protection Act.

19.11 Each Partner shall ensure that it has notified the Information Commissioner in respect of any personal data processed by it for the purposes of this Agreement.

19.12 Each Partner shall ensure that in order to process any information for the purposes of this Agreement lawfully and fairly in accordance with the first data protection principle that it shall notify the subject of such personal information of the purposes for which it is gathered and for which it may be disclosed. Where necessary, the Partners will obtain the consent of Service Users and other data subjects to disclose personal information to be used for the purposes of this Agreement.

19.13 Any data disclosed by a Partner to the other for use in carrying out the purposes of this Agreement will be held and processed strictly in accordance with the Data Protection Act and any common law obligation of confidentiality.

20. CONFIDENTIALITY

20.1 Each Partner undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Partner which may have or may in future come to its knowledge and each of the Partners shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

21. AUDIT

21.1 The Partners shall arrange for the audit of the Services and accounts of their Financial Contributions and any Pooled Fund in accordance with any statutory audit requirements and the costs of such audits shall be shared equally between the Partners. .

21.2 Each Partner shall provide the other with any reports required concerning their respective Functions on reasonable notice.

21.3 The Partners shall co-operate in the provision of Information, and access to premises and staff, to ensure compliance with any statutory inspection requirements, or other monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

22. INSURANCE

22.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.

22.2 The Partners shall follow the Guidance and Protocol which was issued by the Department of Health in respect of claims associated with NHS bodies and local authorities implementing partnership arrangements under Section 31 of the Health Act 1999 and any future guidance issued under Section 75 of the NHS Act 2006.

23. INDEMNITIES

23.1 Without prejudice to the primary liability of each Partner for its respective functions, preserved by Section 75(5) (a) and (b) of the NHS Act 2006, the following indemnity provisions will apply.

23.2 Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partner (Indemnified Partner) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Partner's employees, or any of its Representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its Representatives.

24. LIABILITIES

24.1 Subject to clause 24.2, neither Partner shall be liable to the other Partner for claims by third parties arising from any acts or omissions of the other Partner in connection with the Services before the Commencement Date.

24.2 Liabilities arising from Services provided or commissioned under any previous Section 75 Agreements shall remain with the Partner for the Service under the relevant agreement.

24.3 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partner under this Agreement.

25. COMPLAINTS AND INVESTIGATIONS

25.1 Subject to statutory requirements, the Partners will deal with complaints about Services commissioned in accordance with the complaints procedures of the Partner commissioning the Services and where appropriate the procedures of the CCG for the Purchase of NHS-Funded Nursing Care. Complaints made in respect of NHS Continuing Healthcare and about health care staff shall be dealt with in accordance with the Complaints Procedure of the CCG.

25.2 The Partners shall each fully comply with any investigation by any properly appointed Ombudsman ("the Ombudsman"), including providing access to Information and making staff available for interview.

25.3 Upon notification of an investigation to be undertaken by the Ombudsman, each Partner will use their best endeavours to ensure that the provider of the Services responds to requests for information and/or interview within time limits set by the Ombudsman and provide access to relevant records.

25.4 The Partners will ensure that all safeguarding complaints are investigated in line with the Partners statutory responsibilities and best practice. The outcomes of the complaints and the investigations will be reported to the appropriate bodies, including progress against any remedial actions.

25.5 The Partners will keep these arrangements under review with the aim of establishing a fully integrated process for handling all complaints about Services.

26. HEALTHWATCH

27.1 The Partners shall co-operate with each other to enable each Partner to comply with its duties under Part 14 of the Local Government and Public Involvement in Health Act 2007 as amended ("2007 Act"). Such co-operation shall include, without limitation:

27.1.1 Allowing Healthwatch organisations to view and observe the carrying-on of activities on premises from which the Services are provided; and

27.1.2 Responding to requests for information made by Healthwatch organisations and making such information available

27.1.3 Promoting and facilitating the involvement of Service Users, carers and members of the public in decision-making concerning the Partnership Arrangements and the Partners shall pay due regard the role and functions of Healthwatch organisations as they affect the operation of this Agreement .

27.1.4 The Partners shall ensure their contracts with Service Providers require co-operation with HealthWatch organisations as appropriate.

27. DISPUTE RESOLUTION

27.1 Any dispute arising under, or in connection with this Agreement shall be dealt with in accordance with this clause and neither the Council nor the CCG shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this clause have been exhausted.

27.2 Clause 27.1 shall be without prejudice to the rights of termination stated in clause 28 and in addition shall not prevent the Council or the CCG from applying for injunctive relief in the case of breach or threatened breach of confidentiality.

27.3 All disputes between the Council and the CCG arising out of or relating to this Agreement shall be referred by the Council's Authorised Officer or the CCG's Authorised Officer to the other for resolution.

27.4 If any dispute cannot be resolved pursuant to the provisions of clause 27.3 within ten (10) Operational Days, that dispute shall be referred to the Council's Chief Executive and the CCG's Clinical Leader for resolution.

27.5 If any dispute cannot be resolved pursuant to the provisions of clause 27.4 within ten (10) Operational Days, the Partners shall arrange for an external independent party to mediate ("the mediator"), and:

27.5.1 The mediator shall meet with the Partners and work to gain resolution to the dispute. Where there is Agreement, the mediator shall set out the Agreement in writing and each Partner shall sign the Agreement which shall be binding on both of them.

27.5.2 Where Agreement cannot be reached at or following mediation, the Partner shall be free to pursue legal proceedings as specified in clause 27.1.

28. TERMINATION

28.1 The Partners may at any time terminate this Agreement by written notice, giving six months' notice if:

28.2 There is a fundamental breakdown in the Partner's relationship such that they cannot reasonably work together as intended by this Agreement; and/or

28.3 There is a fundamental breach by any Partner which is either:

28.3.1 Not capable of remedy, or

28.3.2 Capable of remedy but has not been remedied within a reasonable time following receipt of written notice by a Partner not in breach which required the breach to be remedied; and/or

28.3.3 As a result of any change in law or legislation a Partner is unable to fulfil its obligations; and/or

28.3.4 Its fulfilment of its obligations would be in contravention of any guidance from any Secretary of State issued after the date hereof; and/or

28.3.5 Its fulfilment would be ultra vires.

28.4 A Partner giving notice under this clause shall have regard to the need to make suitable alternative arrangements for users of the Services when determining the period of notice:

28.4.1 both Partners shall at their own cost provide reasonable assistance to each other for up to a period of 12 months in order to establish alternative arrangements for users of the Services ; and

28.4.2 If termination has been for breach then the Partner not at fault shall be entitled to recover from the other such additional costs as it reasonably incurs in establishing the alternative arrangements.

29. CONSEQUENCES OF TERMINATION

29.1 In the event of termination of this Agreement:-

29.1.1 Within 13 weeks of termination of this Agreement any surplus or uncommitted monies held in a Pooled Fund shall be returned to the Partners pro-rata their contributions to the Pooled Fund during the 12 months' period preceding termination subject to retention or additional contributions of sufficient funds by Host Partners

29.1.2 There shall be an end of the exercise by the Council Functions and the Council's participation in the CCG Functions in such a manner as to ensure orderly and economic hand over to the Council or any new provider of the health-related services, continuity of provision of the CCG Functions and continuity of health/social care to individuals receiving care under this Agreement at the date of termination;

29.1.3 A mutually acceptable hand over period will be agreed between the Partners and any new provider of care;

29.1.4 Where the termination is by expiry of the Term or otherwise by agreement, the additional costs of termination shall be agreed between both Partners, but if agreement cannot be reached the Partners shall resolve the matter in accordance with clause 27; and

29.1.5 Any assets used in connection with the Partnership Arrangements shall remain in the ownership of the Partner which purchased it and shall be returned to that Partner.

30. PUBLICITY

30.1 The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or the discharge of either Partner's Functions under this Agreement.

31. NO PARTNERSHIP

31.1 Nothing in this Agreement shall be construed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

32. THIRD PARTY RIGHTS

32.1 Any rights of any third party to enforce all or any part of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

33. NOTICES

33.1 Any notices given under this Agreement shall be in writing and shall be served by hand, post, or E-mail by sending the same to the address for the relevant Partner or to such address as a Partner may notify to the other from time to time.

33.2 Notices:

33.2.1 By post shall be effective upon the earlier of actual receipt, or five (5) working days after mailing;

33.2.2 By hand shall be effective upon delivery;

33.2.3 By E-mail shall be effective when sent in legible form subject to no automated response being received

34. ASSIGNMENT AND SUBCONTRACTING

34.1 This Agreement and any right and conditions contained in it may not be assigned or transferred by either Partner without the prior written consent of the other Partner, except to any statutory successor to the relevant function.

35. SEVERABILITY

35.1 If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

36. WAIVER

36.1 The failure of either Partner to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

36.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

37. ENTIRE AGREEMENT

37.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the Partners relating to that subject matter.

38. FORCE MAJEURE

38.1 Neither Partner will be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including but not limited to, fire, natural disaster, flood, shortage or delay of power, fuel or transport.

39. FAIR DEALINGS

39.1 The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

40. GOVERNING LAW AND JURISDICTION

40.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

IN WITNESS WHEREOF the Partners have signed this Agreement on the date shown below

The County of Herefordshire District Council

Authorised Officer

Print Name

Signature

Date

Herefordshire Clinical Commissioning Group

Authorised Officer

Print Name

Signature

Date

SCHEDULE 1

AIMS AND OUTCOMES

The delivery of the Herefordshire Health and Wellbeing Strategy's Vision and Guiding Principles:

Vision: Herefordshire residents are resilient; leading fulfilling lives; are emotionally and physically healthy and feel safe and secure.

Overall Outcome: To increase healthy life expectancy, and reduce differences in life expectancy between communities.

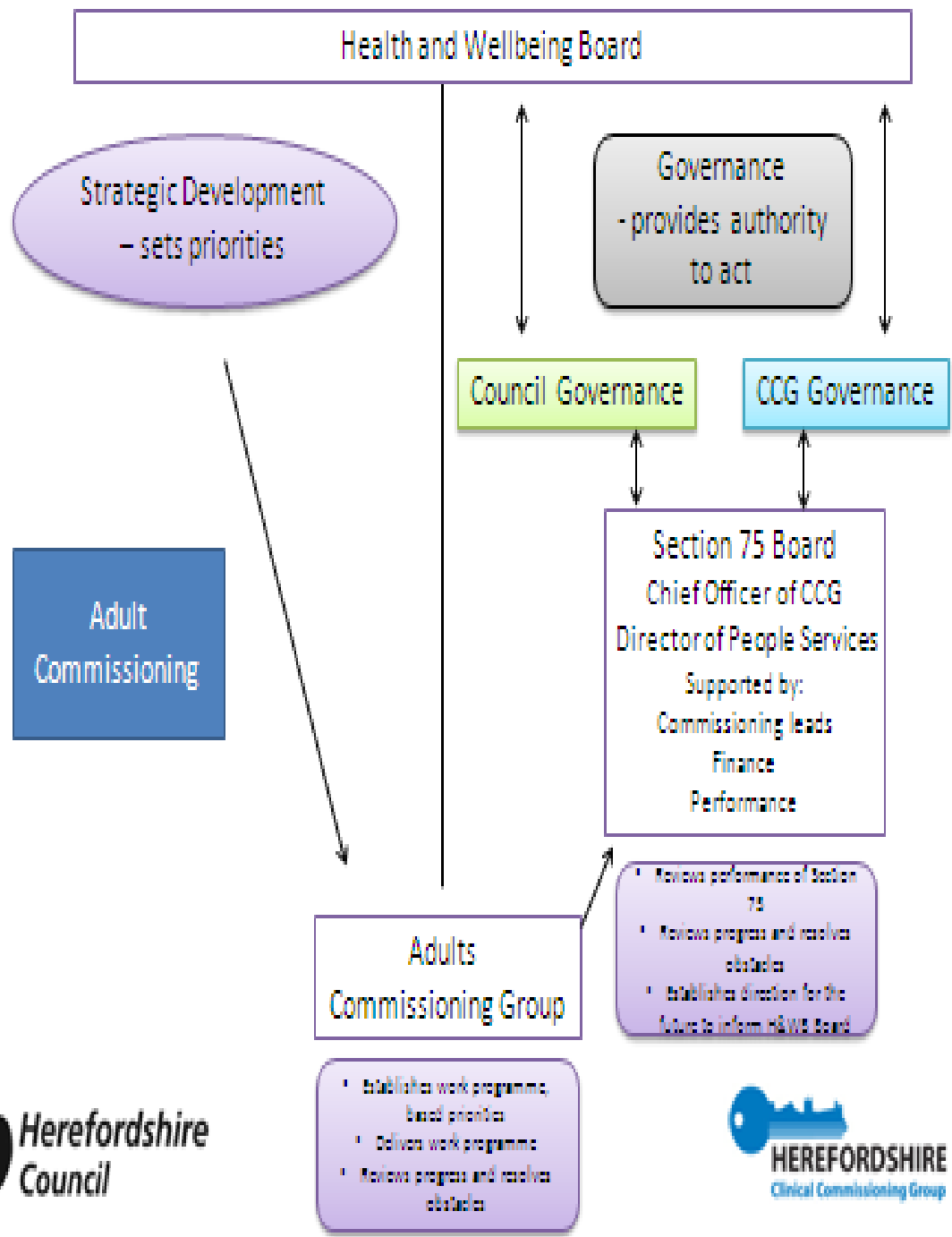
SCHEDULE 2
SERVICES

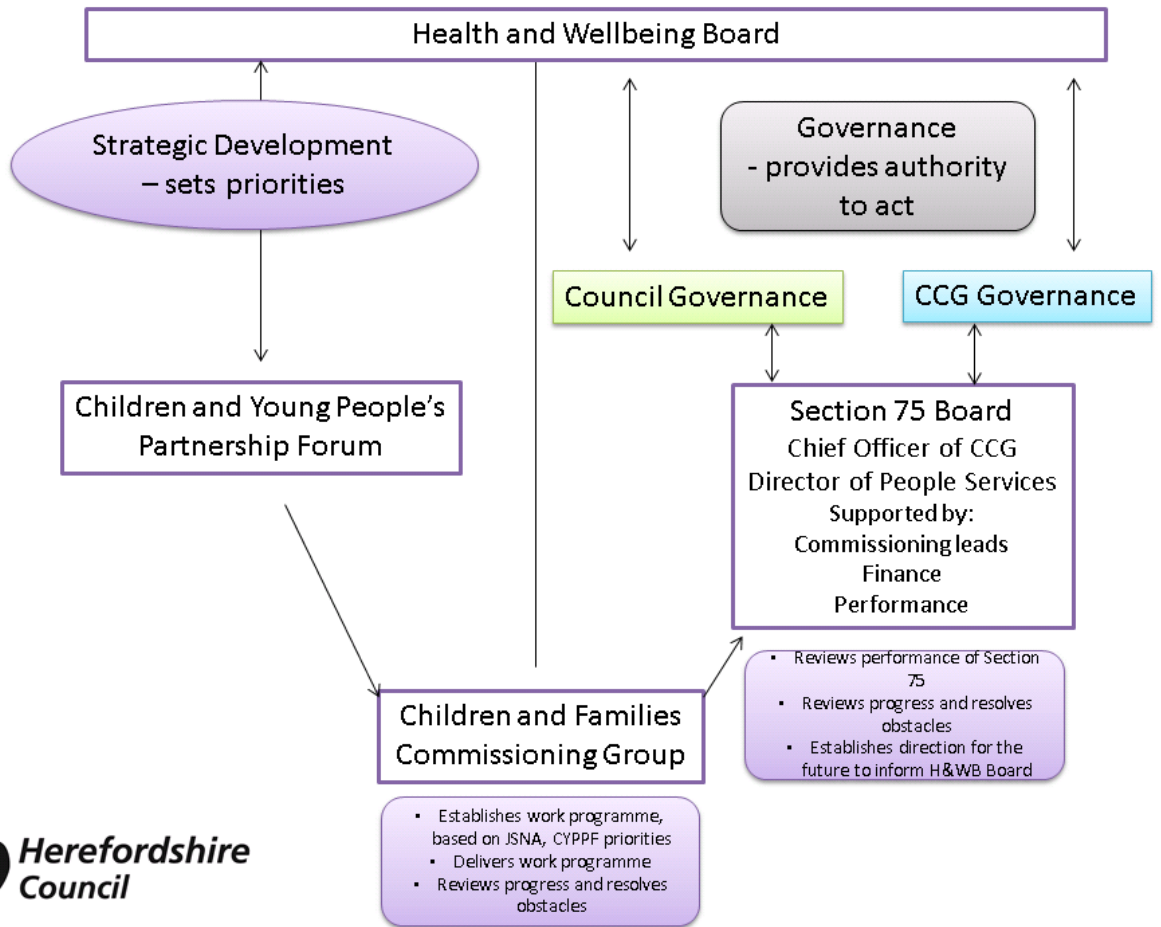
Part 1: Services where Council is lead commissioner

Part 2: Services where CCG is lead commissioner

SCHEDULE 3
CONTRIBUTIONS

SCHEDULE 4
GOVERNANCE STRUCTURE





SCHEDULE 5

INFORMATION SHARING PROTOCOL

SCHEDULE 6

Financial Arrangements

1) Budget Setting

- a) Budgets will run for a full financial year from 1st April to 31st March and will be reviewed and agreed annually by both Partners, and will be formally approved the authority and CCG 30 days prior to the start of each financial year.
- b) The agreed budgets will be formally approved by both Partners in accordance with the reporting arrangements outlined in this agreement preferably before the start of the financial year, but within 3 months of the start of the financial year.
- c) Budgets agreed retrospectively will be deemed to be in effect from 1st April of the financial year unless an alternative commencement date is jointly agreed by both Partners and ratified by the S75 Board.
- d) In the event that internal cost reductions or efficiency schemes of either Partner will give rise to a reduction in contributions to under this Agreement this should be notified in writing to the S75 Board and other partner no later than three months before the commencement of the financial year in which the reduction will take effect. This is to enable effective alternative financial arrangements to be put in place.
- e) In the event that budgets are not jointly agreed prior to the start of the year financial year a provisional budget will be agreed and finalised within 3 months of the start of the financial year.
- f) In the event that financial agreement cannot be reached on funding for a particular service within the period specified that service will cease to be part of the S75 arrangements, at the end of the 3 month provisional budget period.
- g) The joint budget setting discussions will consider and agree on the impact of the section 75 budgets of:
 - i) Inflation assumptions
 - ii) Demographic or other population assumptions
 - iii) Efficiency or cost savings requirements from either party
 - iv) Any other changes having a financial impact on the budget under consideration

2) Budget Monitoring and Reporting

- a) Each Partner has a duty to remain within the budget set. Both Partners will endeavour to maximise Value for Money and efficient and effective use of funds.
- b) A quarterly finance and budget review meeting will meet to consider cumulative expenditure and income and projected expenditure and income for the remainder of the year for the S75 budgets.
- c) The Council will also provide a quarterly summary of actual and planned expenditure on the S256 funds passported from the local area team (NHS England).

- d) Where specific services have a monthly reporting schedule (eg Complex Needs) these reports will be distributed to partners and form part of the overarching quarterly finance report.
- e) Prior to the quarterly finance meetings the responsible Partner will produce a report detailing year to date income and expenditure versus budget and projected outturn together with a narrative reporting on current financial performance and any anticipated movements. The report should flag any under or over spends as soon as they emerge with the reasons for the changes so that action can be taken to mitigate.
- f) Following the quarterly finance meetings a consolidated finance report will be drafted for presentation to the next board meeting.
- g) UNDERSPENDS
 - i) In the event that a Service is likely to deliver an under spend this will be monitored and reported. At the end of the financial year the under spend will be shared between the Partners in the ratio of contributions agreed for the Service.
- h) OVERSPENDS
 - i) No Service is expected to overspend its budget but in the event that an over spend is predicted to arise the responsible Partner should take whatever mitigating action is practicable to minimise the impact on the budget.
 - ii) In the event that the over spend (or income shortfall) cannot be fully mitigated the default position will be that the risk share is in the ratio of partner's contributions to the service, unless the over spend has arisen through the specific demands of either partner in which case the partner responsible for the over spend bears the full additional cost. The risk share arrangements must be agreed in the quarterly finance review meeting.

3) Contract Variations

- a) In year contract variations will be actioned where fixed budget contributions have been agreed by both Partners to under / over spend.
- b) In year contract variations will also be raised where both Partners agree to the commencement of a new service from a date other than 1st April of the financial year.
- c) Or termination of a service where both Partners agree a service will change or terminate prior to the end of the financial year.

4) Payment of Contributions

- a) All Partners are expected to make contributions promptly i.e. within 30 days of commencement of financial year for pooled budget arrangements (or start date if not full year arrangement), or of receipt of funds.
- b) All invoices to be settled within 30 days of issue. In the event that an invoice is disputed and remains unresolved after 60 days this should be raised for resolution at the next quarterly finance review.
- c) Either Partner may reserve the right to charge late payment interest in the event of invoices not being paid by the due date

5) Year End and Audit Arrangements

- a) Accounts will be produced under accruals accounting methodology.
- b) Both Partners will provide final financial reporting information in accordance with the financial reporting timetable and requirements of both Partners.
- c) A final outturn report for all S75 expenditure will be prepared and presented to the Board within 3 months of the year end.
- d) Access to financial information will be made available to the auditors of either party as required.

6) VAT

- a) The VAT regime applied will seek to maximise the recovery of tax incurred within these arrangements.
- b) The Partners will jointly endeavour to minimise the complexity of VAT and other taxation.
- c) The Partners shall comply with HM Customs and Excise guidance dated March 2003 in respect of the pooled fund. The Council shall consult with HM Customs and Excise to agree an appropriate scheme for recovery of VAT.

7) Termination of Services

In the event that one party gives notice to withdraw from contributing to a service included within this Agreement notice must be given in writing and 3 months prior to any change taking effect. In the event that the withdrawal results in the necessity to make staff redundant or incurs other costs solely arising from the termination these costs will be borne by the partner withdrawing unless the agreement to terminate is mutual in which case the costs will be borne in ratio to the partners



Meeting:	Cabinet
Meeting date:	17 March 2016
Title of report:	Health visiting and school nursing services: Direct award of contract for 2016/17
Report by:	Public health specialist

Classification

Open

Key decision

This is a key decision because it is likely to result in the council incurring expenditure which is, or the making of savings which are, significant having regard to the council's budget for the service or function to which the decision relates.

Notice has been served in accordance with Part 3, Section 10 (General Exception) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) Regulations 2012.

Wards affected

County-wide.

Purpose

To agree direct award in 2016/17 to Wye Valley NHS Trust (WVT) for school nursing and health visiting services to enable service redesign, tender and mobilisation following novation of contracts to the council.

Recommendations:

That:

- a) a contract for the health visiting service for a period of 12 months from 1 April 2016 to 31 March 2017 be directly awarded to the current provider, Wye Valley NHS Trust (WVT), at a value of £2,341,361 per annum;
- b) a contract for the school nursing service for a period of 12 months from 1 April 2016 to 31 March 2017 be directly awarded to the current provider, Wye Valley NHS Trust, with the council as an associate commissioner to the

Further information on the subject of this report is available from
Andrea Westlake andrea.westlake@herefordshire.gov.uk

Herefordshire Clinical Commissioning Group (CCG) contract as per existing arrangements, at a value of £513k per annum; and

- c) by virtue of this decision report an exemption to paragraph 4.6.13.2 of the council's contract procedure rules be approved.**

Alternative options

1. To allow the existing contracts to expire on 31 March 2016. This is not recommended as the service would lapse and the council would then have no means by which to provide associated statutory duties.
2. To retender the service in full. This is not recommended as there is not (and has not been since changing the contracts) sufficient time in which to undertake such a procurement process prior to 31 March 2016. In addition, the council needs to review the service specification and allow sufficient time to develop a new approach to delivery, which enables a more integrated model with existing services.
3. To award the contract for a shorter period, such as nine months to 31 December 2016. This is not recommended as this would not allow sufficient time to review and agree the specification and to complete the procurement exercise. In effect, this would require the council to retain the existing service specification, thereby losing the opportunity for the necessary redesign.

Reasons for recommendations

4. To allow sufficient time for a detailed commissioning approach to be developed and procurement to take place for an integrated health visiting and school nursing service to be delivered from 1 April 2017, as part of the wider delivery of the council's and children and young people's partnership strategy for early years and prevention.
5. The continuation of statutory services in their existing form (with some improvements) as a short term measure will allow time for further development work of an integrated early years approach, as part of a broader programme of work across children's wellbeing to align and integrate pathways including primary and community education, development and care.

Key considerations

6. Following a transfer of duties from NHS England, the council is responsible for the commissioning of the national universal healthy child programme (HCP), which includes health visiting and school nursing. Councils now have a responsibility to promote and protect health, tackle the causes of ill health and reduce health inequalities. Commissioning high quality public health services for those aged 0 to 19 years old, as part of the HCP, can help to achieve this.
7. The health visiting contract transferred from NHS England to the council in October 2015. Additional funding was allocated to provide a teenage parenting service where this was not currently commissioned, and also to provide a commissioning resource. This additional funding is held in public health reserves.
8. Following a range of minor adjustments in the scope and handling of the contract, the revised contract for 2016/17 will provide the following services (not exhaustive):

Further information on the subject of this report is available from
Andrea Westlake andrea.westlake@herefordshire.gov.uk

- to lead the universal, progressive HCP 0-5 years programme, which provides mandated child and family assessments, including antenatal, at new birth six to eight weeks and one and two years;
 - to improve capacity in communities, including through parenting programmes, and deliver preventative and additional services for vulnerable families and children to reduce inequalities;
 - to safeguard children and deliver health assessments for looked after children;
 - deliver a new teenage parenting service;
 - to deliver the 'six high impacts changes' and the public health outcomes, including promoting healthy weight, prevention and early identification of maternal mental health and disorganised attachment, improved immunisations rates and dental health, and reducing accidents.
9. Although it is recommended that a contract for the existing service be directly awarded to WVT, a range of contract changes are being negotiated with the provider, including:
- aligning the service to children centre reach areas and early years providers;
 - delivering timely robust performance metrics in line with local requirements;
 - developing a teenage parenting service;
 - improving the sharing of information with the council to identify and address local need.
10. The school nursing service transferred from NHS England to the council, as an associate to the existing CCG contract with WVT, in April 2013 at an annual contract value of £513k to provide the following services (not exhaustive):
- the universal progressive HCP 5-19 years programme;
 - the statutory national child measurement programme (NCMP);
 - to improve capacity in communities, including through parenting and healthy weight programmes, and delivery of preventative and additional services for vulnerable families and young people;
 - to safeguard children and young people, and reduce inequalities;
 - to work with all schools to understand and address need.
11. Although it is recommended that a contract for the existing service be directly awarded to WVT, contract changes are being negotiated with the provider and include:
- delivery of timely robust performance metrics in line with local requirements;
 - enhancement of the national child measurement programme assessment to improve dental health;
 - improvement of the sharing of information with the council to identify and address local need;

Further information on the subject of this report is available from
 Andrea Westlake andrea.westlake@herefordshire.gov.uk

- refocusing on healthy weight, mental health and safeguarding young people in partnership with other agencies.
12. It is also proposed that an element of the funding in the public health reserve (see table 1 at paragraph 21 below) be allocated as a one-off contract variation in year, to transform the delivery of the healthy child programme through funding vital infrastructure and service improvements. This would be subject to contractual negotiation with the current provider.
- Mobile technologies to enable improved sharing of information and mobile working where this is absent (£60k). This would enable electronic records, workforce training and access to mobile phones and laptops.
 - Development of action learning sets with a clinical psychologist to improve confidence and competency of the public health nurses to manage complex cases (£10k).
 - Client resources, volunteer expenses and access to online health research and materials via the Institute of Health Visiting (iHV) (£5k).
 - Improvement of direct links with early years providers, to deliver improved dental health and healthy weight (£30k).
13. The two contracts with WVT, one for school nursing and one for health visiting, will have the same end date of 31 March 2017 as detailed above, to facilitate service re-design.
14. Awarding the contract directly to WVT will secure sufficient time to agree a new specification, which is highly reliant on the commitment and contributions from other council directorates and partner agencies. The approach needs to take account of shared outcomes and aligns to existing transformation programmes.
15. The procurement process, currently programmed to commence in July 2016, will be the subject of a further cabinet decision. See appendix 1 for the draft timelines for procurement.

Community impact

16. These services will support and contribute to:
- the council's priorities of keeping children and young people safe and giving them a great start in life and enabling residents to live safe, healthy and independent lives;
 - helping deliver the outcomes laid out in the children and young people's plan and the children's priority of the health and wellbeing strategy;
 - delivering improved public health outcomes in line with the council's corporate plan.
17. The services are designed to meet population health need as described in Understanding Herefordshire, the joint strategic needs assessment (JSNA). These programmes have the potential to reduce or manage demand on more intensive and acute services provided by other areas within the health and social care system. Some of this activity magnifies the ability of other service areas to address and impact on a range of public health objectives, as indicated in the public health outcomes framework. These services support the vision and approach set out in the health and wellbeing strategy, which aims to improve and protect the health of the people of Herefordshire. The programmes are designed to address inequalities in health as described in the director of public health annual report 2015.

Equality duty

18. The services shall comply with the Equality Duty 2010 (general duty) and the Public Sector Equality Duty (specific duty). This will be demonstrated in the development of the direct award contract specifications and other appropriate stages within the proposed procurement process.

Financial implications

19. The one off additional improvement work of £105k will be funded from a ring-fenced reserve for health visiting. If the improvements cannot be made, the funding will remain in the reserve.

20. The public health grant allocation for 2016/17 is £3,132k for health visitor services, school nursing and the national child measurement programme. This is ring-fenced in accordance with the grant conditions and improving public health outcomes and addressing inequalities. The cost of the recommended contract falls within this value.

21. Table 1: Summary of Contracts

	Committed contracts	2016/17
1	Health visitor contract)	£2,341,361
2	School nursing contract	£513,000

Legal implications

22. Background

- The obligation on the Council to conduct a public competition (whether a tender or similar competition) under the Public Contracts Regulations 2015 only arises if the value of the contract £589,148. The Council cannot waive this requirement for contracts above this value.
- The obligation on the Council to conduct a public tender under its own contract procedure rules arises where the value of the contract exceeds £50,000. However, if the value of the contract is above that figure, but below the Public Contracts Regulations threshold above, the Council has the power to grant an exemption for the requirement of a tender 'in exceptional circumstances' (clause 4.6.1.18). There is no exhaustive list of what constitutes 'exceptional circumstances' for this purpose.

23. For the proposed health visitors contract

- The value is clearly comfortably above the £590,148 threshold.
- Therefore, the Council would be in breach of the Public Contracts Regulations if it made this direct award without some kind of public competition.

- It is a matter of risk assessment whether the Council proceeds to directly award this contract in these circumstances.
- Given the Council is working towards a further procurement to commence from 1st April 2017, the risk of a challenge to this direct award is very small. We are likely to be told to conduct a public competition, which we appear to be busy doing anyway. With this in mind, there would be little practical benefit for any other interested provider to bring legal action against the Council.
- The risks of directly awarding the contract are probably lower than the risks of **not** doing so. Not awarding the contract puts the Council at risk of being in breach of its statutory obligations to provide this service. The consequences of this breach would appear more significant than the breach of the procurement regulations.

24. School nursing contract

- The value of this contract appears below the threshold requiring a public contract under the Regulations.
- Therefore, the Council has the power under section 4.6.18 to exempt a requirement for a tender if there are exceptional circumstances to justify it.
- This report demonstrates there are exceptional circumstances to justify the exemption. In particular, the Council has an urgent need to have a contract in place to enable it to meet its statutory duties from 1st April 2016.

25. Council officers are expected to work with Procurement and Legal Services to draft and agree the contractual terms on which these contracts are to be awarded. A proposed draft contract has been prepared, pending this decision.

Risk management

Risk	Mitigating actions
Ongoing funding reductions in local councils including reductions to public health ring-fencing shall require year on year cost efficiencies.	<ul style="list-style-type: none"> • Commissioners to ensure that efficiencies communicated in the contract • Commissioners to assure quality and workforce competencies • Commissioners continue to work with providers and partners to deliver more effective and efficient ways of working • Ensure that the effective use of technology is a key contractual component • Flexibility in the contract to enable amendments to the contract value.
New opportunities and/or challenges, and national public sector directives arise during the development of the service specification which adversely impact on the timelines for procurement.	<ul style="list-style-type: none"> • Robust project management and agreed strategy • Ensure engagement of partners in the specification development and future direction of the services • Communicate plans and progress • Risk management.

Further information on the subject of this report is available from
 Andrea Westlake andrea.westlake@herefordshire.gov.uk

Failure to commission or provide mandated or statutory public health services including services to improve the health of the population and the NCMP would leave the council open to legal challenge from providers and service users.	<ul style="list-style-type: none"> • To recommend the continuation of the service contracts as stated.
Delays in undertaking a programme of procurement for these services could expose the council to a challenge.	<ul style="list-style-type: none"> • To ensure that any service redesign meets the agreed timelines and has access to robust project management.
Current negotiations relating to vital infrastructure changes are one off payments which will be agreed in year and are therefore time limited variations to the contract. These changes may not be agreed by WVT and this reduces their ability to share information with partners and improve service user experience.	<ul style="list-style-type: none"> • The funding allocated for vital infrastructure changes may not be used and may need to be allocated as savings due to other public health commitments • The new tender exercise will build in requirements to deliver these vital infrastructure changes in 17/18.
If the council funds new technologies in year, the council may not be able to transfer this asset to a new provider in the future due to data protection regulations.	<ul style="list-style-type: none"> • The one off payment for technologies would enable the organisation to commence vital infrastructure changes and train the staff to enable the sharing of information and improved service user experience.

Consultees

26. The CGG has been consulted and has agreed the decision to award a new contract to WVT for school nursing and for the council to remain as an associate to this contract.

Appendices

Appendix 1: Draft procurement timeline.

Background papers

None identified.



Meeting:	Cabinet
Meeting date:	17 March 2016
Title of report:	Public health services and designation of director of public health
Report by:	Director for adults and wellbeing

Classification

Open

Key Decision

This is a key decision because it is likely to result in the council incurring expenditure which is, or the making of savings which are, significant having regard to the council's budget for the service or function to which the decision relates.

Notice has been served in accordance with Part 3, Section 9 (Publicity in Connection with Key Decisions) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

Wards Affected

All

Purpose

To approve a shared service with Shropshire council for the provision of professional services, which include those of the director of public health.

Recommendation(s)

THAT: the director for adults and wellbeing be authorised to take all necessary action to enter into a shared services agreement with Shropshire Council for a period of up to 4 years, at a value of £65k per year (up to £260k in total).

Alternative options

- 1 To continue with the secondment arrangement for the director of public health from Shropshire. This is not recommended, as the current arrangement does not provide

Further information on the subject of this report is available from Martin Samuels director for adults and wellbeing on Tel (01432) 260339

sufficient certainty for either council or for the director of public health himself, would not address the wider issues around joint working in public health to secure best value for money and sustainability of those services, and would be unlikely to be acceptable to Public Health England, which on behalf of the secretary of state for health appoints directors of public health jointly with councils.

- 2 To commence the recruitment of a director of public health for Herefordshire alone. This is not recommended, as this would involve both significant extra cost and there have been considerable difficulties in attracting appropriate candidates to Herefordshire in the past.
- 3 To seek an alternative shared arrangement with Worcestershire. This is not recommended, as the synergies between public health teams are significantly stronger between Herefordshire and Shropshire than between Herefordshire and Worcestershire.
- 4 To delete the post of director of public health. This is not recommended, as the role is a statutory requirement for all upper tier councils.

Key considerations

- 5 The council has been required since 1 April 2013 to appoint an individual as the director of public health (DPH). Since early 2015, Shropshire's DPH has been seconded to the council on a part-time basis to perform this function, devoting an average of two days a week to Herefordshire, during which time he will normally be physically present in the county.
- 6 Having operated for a full year, the secondment has been shown to be successful. In addition, however, it has become clear that there is scope for synergies to be secured in a number of areas of public health wider than simply the director role, while there is a need to ensure appropriate governance and control around the director role itself. It is therefore appropriate that the arrangement should be formalised to reflect the sharing of a service, rather than the secondment of an individual.
- 7 The discharge of functions agreement is being prepared with a view to facilitating further development of sharing of wider services than just those performed by the DPH. For example, the development of joint rotas across the two counties offers scope for more robust emergency health protection cover, while certain tasks such as the development of a pharmaceutical needs assessment require specialist skills and knowledge but are needed only once every two or three years, making them suited to sharing between councils.
- 8 The formal appointment of a DPH must be done jointly by the council and the secretary of state for health. Since the proposal is for the role to be undertaken under a discharge of functions agreement, rather than through a formal appointment to the staff of the council, it is not necessary for the appointment to be considered by the council's employment panel. In order to ensure a robust process, however, a formal interview panel was held on 8 February. This comprised the cabinet member health and wellbeing, the chief executive, the director for adults and wellbeing, the accountable officer of Herefordshire clinical commissioning group (since the DPH provides services to the NHS), the regional director of Public Health England (on

Further information on the subject of this report is available from Martin Samuels director for adults and wellbeing on Tel (01432) 260339

behalf of the secretary of state), and a representative of the Faculty of Public Health. This panel examined Rod Thomson to ensure that he met the requirements to fulfil the role of DPH for Herefordshire, especially in the context of a shared role. The panel was unanimously of the view that he did and a formal letter to that effect is expected shortly from PHE on behalf of the secretary of state.

Community impact

- 9 There is no direct community impact from the proposed arrangements for fulfilling the DPH role. The role itself, of course, has a particular focus on prevention and population health, so the impact of a successful shared service can be expected to have a positive effect on the community across Herefordshire.

Equality duty

- 10 The selection of the DPH has been undertaken in a transparent manner and has no identified equality issues.

Financial implications

- 11 The use of a discharge of functions agreement allows the council to secure the services of a DPH at only half the cost of appointing a fulltime member of staff. The ability to secure synergies with the public health services in Shropshire will allow further savings, through allowing the council to deliver its full public health responsibilities with a smaller staff team than would otherwise be necessary. The net savings have been estimated as amounting to perhaps £100k pa on a recurring basis.
- 12 The costs of the DPH, calculated as £65k per annum, and any associated services have been fully taken into account in the budget-setting process and are fully covered within the ringfenced public health grant.
- 13 The use of a discharge of functions agreement with Shropshire allows proper controls and governance to be put in place, ensuring the council is not exposed to any undue financial risk.

Legal implications

- 14 The council is able to enter into an agreement under the Local Authorities (Goods and Services) Act 1970 for another local authority to provide professional services which would include public health services.
- 15 The duty to appoint a DPH is placed on the council and we can discharge this duty by entering into an agreement with Shropshire to provide their DPH, who will provide the range of responsibilities required under the National Health Service Act 2006 as amended.

Risk management

- 16 There is a risk that such an arrangement may provide insufficient capacity in the Herefordshire service. This risk has been mitigated by the arrangement having been

Further information on the subject of this report is available from Martin Samuels director for adults and wellbeing on Tel (01432) 260339

trialled for a 12 month period and been proved to be satisfactory; should capacity requirements change the shared services agreement contains suitable provisions for periodic review and for notice to be given

Consultees

- 17 Public Health England and the Faculty of Public Health have been consulted throughout the process and are supportive of the arrangement.

Appendices

none

Background papers

none