Public Document Pack

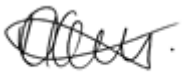
Northumberland
County Council

Your ref:
Our ref:
Enquiries to: Karon Hadfield
Email: karon.hadfield@northumberland.gov.uk
Tel direct: 01670 622610
Date: Wednesday, 18 August 2021

Dear Sir or Madam,

Your attendance is requested at a meeting of the **CABINET** to be held on **WEDNESDAY, 25 AUGUST 2021** at County Hall Morpeth, NE61 2EF at **11.30 AM**.

Yours faithfully



Daljit Lally
Chief Executive

To Cabinet members as follows:-

G Renner-Thompson, J Riddle, G Sanderson (Chair), J Watson, R Wearmouth (Vice-Chair), B Flux, C Horncastle, W Pattison and W Ploszaj

Agenda letter only for information to all other members of the Council

Any member of the press or public may view the proceedings of this virtual meeting live on our YouTube channel at https://www.youtube.com/NorthumberlandTV.

Members are reminded of the Risk Assessment circulated for attending meetings at County Hall and the advice contained therein including:

Members are requested to self-test twice a week at home, in line with government guidelines; social distancing should be maintained; masks should be worn when moving around but can be removed when seated; hand sanitiser is to be used regularly.

AGENDA

PART I

It is expected that the matters included in this part of the agenda will be dealt with in public.

1. APOLOGIES FOR ABSENCE

2. DISCLOSURE OF MEMBERS' INTERESTS

Unless already entered in the Council's Register of Members' interests, members are required to disclose any personal interest (which includes any disclosable pecuniary interest) they may have in any of the items included on the agenda for the meeting in accordance with the Code of Conduct adopted by the Council on 4 July 2012, and are reminded that if they have any personal interests of a prejudicial nature (as defined under paragraph 17 of the Code Conduct) they must not participate in any discussion or vote on the matter and must leave the room. NB Any member needing clarification must contact Legal Services, on 01670 623324. Please refer to the guidance on disclosures at the rear of this agenda letter.

3. REPORT OF THE EXECUTIVE DIRECTOR OF CHILDREN'S SERVICES AND ADULT SOCIAL CARE (Pages 1 - 42)

Proposed Partnership Arrangement with Harrogate and District NHS FT

To seek a decision about the proposal to enter into a partnership under Section 75 of the NHS Act 2006 with Harrogate and District NHS Foundation Trust (HDFT), under which HDFT would deliver health visiting and school nursing services on the Council's behalf.

4. URGENT BUSINESS

To consider such other business as, in the opinion of the Chair, should, by reason of special circumstances, be considered as a matter of urgency.

IF YOU HAVE AN INTEREST AT THIS MEETING, PLEASE:

- Declare it and give details of its nature before the matter is discussion or as soon as it becomes apparent to you.
- Complete this sheet and pass it to the Democratic Services Officer.

Name (please print):
Meeting:
Date:
Item to which your interest relates:
Nature of Registerable Personal Interest i.e either disclosable pecuniary interest (as defined by Annex 2 to Code of Conduct or other interest (as defined by Annex 3 to Code of Conduct) (please give details):
Nature of Non-registerable Personal Interest (please give details):
Are you intending to withdraw from the meeting?

1. Registerable Personal Interests – You may have a Registerable Personal Interest if the issue being discussed in the meeting:

a) relates to any Disclosable Pecuniary Interest (as defined by Annex 1 to the Code of Conduct); or

b) any other interest (as defined by Annex 2 to the Code of Conduct)

The following interests are Disclosable Pecuniary Interests if they are an interest of either you or your spouse or civil partner:

(1) Employment, Office, Companies, Profession or vocation; (2) Sponsorship; (3) Contracts with the Council; (4) Land in the County; (5) Licences in the County; (6) Corporate Tenancies with the Council; or (7) Securities - interests in Companies trading with the Council.

The following are other Registerable Personal Interests:

(1) any body of which you are a member (or in a position of general control or management) to which you are appointed or nominated by the Council; (2) any body which (i) exercises functions of a public nature or (ii) has charitable purposes or (iii) one of whose principal purpose includes the influence of public opinion or policy (including any political party or trade union) of which you are a member (or in a position of general control or management); or (3) any person from whom you have received within the previous three years a gift or hospitality with an estimated value of more than £50 which is attributable to your position as an elected or co-opted member of the Council.

2. Non-registerable personal interests - You may have a non-registerable personal interest when you attend a meeting of the Council or Cabinet, or one of their committees or sub-committees, and you are, or ought reasonably to be, aware that a decision in relation to an item of business which is to be transacted might reasonably be regarded as affecting your well being or financial position, or the well being or financial position of a person described below to a greater extent than most inhabitants of the area affected by the decision.

The persons referred to above are: (a) a member of your family; (b) any person with whom you have a close association; or (c) in relation to persons described in (a) and (b), their employer, any firm in which they are a partner, or company of which they are a director or shareholder.

3. Non-participation in Council Business

When you attend a meeting of the Council or Cabinet, or one of their committees or sub-committees, and you are aware that the criteria set out below are satisfied in relation to any matter to be considered, or being considered at that meeting, you must : (a) Declare that fact to the meeting; (b) Not participate (or further participate) in any discussion of the matter at the meeting; (c) Not participate in any vote (or further vote) taken on the matter at the meeting; and (d) Leave the room whilst the matter is being discussed.

The criteria for the purposes of the above paragraph are that: (a) You have a registerable or non-registerable personal interest in the matter which is such that a member of the public knowing the relevant facts would reasonably think it so significant that it is likely to prejudice your judgement of the public interest; **and either** (b) the matter will affect the financial position of yourself or one of the persons or bodies referred to above or in any of your register entries; **or** (c) the matter concerns a request for any permission, licence, consent or registration sought by yourself or any of the persons referred to above or in any of your register entries.

This guidance is not a complete statement of the rules on declaration of interests which are contained in the Members' Code of Conduct. If in any doubt, please consult the Monitoring Officer or relevant Democratic Services Officer before the meeting.

Northumberland
County Council

CABINET

Date: 25 August 2021

Proposed partnership arrangement with Harrogate and District NHS FT

Report of the Executive Director of Adult Social Care and Children's Services

Cabinet Member: Councillor Wendy Pattison, Adult Wellbeing

Purpose of report

To seek a decision about the proposal to enter into a partnership under Section 75 of the NHS Act 2006 with Harrogate and District NHS Foundation Trust (HDFT), under which HDFT would deliver health visiting and school nursing services on the Council's behalf.

Recommendations

Cabinet is recommended:

1. **To note the issues raised during the consultation about the proposed partnership with HDFT, and the discussion of those issues in this report**
2. **To note the views on the proposal of the Director of Public Health, attached as Appendix 1 to this report**
3. **To confirm that it wishes to proceed with the proposal**
4. **To endorse as the basis of the partnership arrangement the draft partnership agreement attached as Appendix 2 to this report**
5. **To authorise the Executive Director of Adult Social Care and Children's Services to agree with HDFT a final version of the partnership agreement, provided that any additions or modifications made to the draft version in Appendix 2 do not materially increase the risks or costs to the Council**

Link to Corporate Plan

This report is relevant to the "Living" priority in the Corporate Plan.

Key issues

1. It is proposed to delegate to HDFT responsibility for the Council's main public health functions relating to children, young people and families with effect from 1 October 2021, following the end of the Council's partnership agreement with Northumbria Healthcare NHS FT, which currently provides these services on behalf of the Council. If the proposal is confirmed, all staff and managers in the services will transfer to HDFT under TUPE protection of employment rules.
2. While this proposal was initially developed as a consequence of the ending of the wider partnership agreement, the view of the Director of Public Health and other Council

officers is that it is a positive step forward, in partnership with an organisation which has considerable experience of operating these services in locally-sensitive ways across the North East, as well as in its organisational base in North Yorkshire.

3. There is not expected to be significant disruption for staff or services; HDFT will take over the services in their current form, and no changes to them are immediately expected. The Council will work with HDFT to develop a longer-term plan for the development of the services, aiming at closer integration with other "early help" services for children, young people and families. This plan will be developed in consultation with staff, service users and other stakeholders, and will recognise the differences between Northumberland's diverse communities.

Proposed partnership arrangement with Harrogate and District NHS FT

BACKGROUND

1. Introduction

1.1 As a consequence of the Health and Social Care Act 2012, the County Council became statutorily responsible in 2013 for the public health services provided by the school nursing service, and in 2015 for the health visiting service.

1.2 Initially, the Council continued the arrangement which had been in existence between 2011 and 2015, in which Northumbria Healthcare provided these services under contract. However from April 2018, the services became part of the wider partnership agreement between the Council and Northumbria Healthcare. When Northumbria Healthcare notified the Council in March 2021 that they were no longer willing to continue that wider partnership agreement, it became necessary to consider alternative options for these public health services.

1.3 Three options were in principle available to the Council:

a) it could return to procuring these services under a contract – the approach which most local authorities are still following;

b) it could provide the services directly – which is the approach that has been adopted by North Tyneside Council, the other local authority which previously contracted with Northumbria Healthcare for these services;

c) it could look for a new partnership arrangement with an NHS body.

1.4 The contractual option has the advantage of being in line with common practice elsewhere, and makes it possible for any interested provider to make out a case that they could deliver better services or better value for money – including private providers or social enterprises, as well as NHS trusts. A drawback of this option is that it creates a more arm's-length and less flexible relationship between the local authority and the service provider than the other options. If there are multiple potential providers of the service, it also provides less stability and certainty for staff, since it becomes necessary to re-procure the service every few years. Alternatively, if only one provider is interested in providing the service, as was initially the case in Northumberland, the procurement process creates an unnecessary bureaucratic burden.

1.5 The option of providing the services directly would provide maximum flexibility in integrating them with the other services for children, young people and families which the Council provides, commissions or influences. However health visitors and school nurses retain a strong sense of identification with the NHS, and this option would be likely to be perceived negatively by staff in the services and potential recruits to the services, who might have concerns about its impact on their access to NHS based professional support systems and on their future career options.

1.6 Council officers therefore began at an early stage to explore the option of a new partnership arrangement. Looking at NHS providers of these services elsewhere in the region, it became clear that one potential partner stood out. HDFT have become specialists in providing these services, and already deliver them in half of the local authority areas in the North East region. Discussions with Directors of Public Health in some of those local authorities confirm that they are highly

regarded. In these other North East local authorities, they currently provide the services under contract, but in North Yorkshire they have recently entered into a Section 75 partnership with the local authority, demonstrating their willingness to work in a more integrated and flexible way.

1.7 Subsequent discussions with officers of HDFT have confirmed that their success in expanding into the North East, which now accounts for six of the seven local authority areas in which they operate services for children, young people and families, and the majority of the population to which they deliver them, reflects an approach to providing these services which has been highly effective in producing well-managed, locally sensitive and innovative services.

1.8 While the proposal for a partnership with HDFT was initially prompted by Northumbria Healthcare's decision to give notice on its partnership with the Council, officers' advice is now that there are positive reasons to favour the proposed new arrangement. Consultees have raised a number of concerns about the proposed partnership, which are discussed in detail in this report, and the Cabinet will wish to consider these, but the overall advice of officers is that HDFT have given convincing answers to all of the issues that have been raised, and that the only remaining issue is the view of most respondents that the service is already excellent under its current provider, and that there is therefore no reason for change.

1.9 HDFT have been clear that they do not intend to change anything that is already working well, and that any changes that are made will be developed together with staff and service users. They have described how when they have taken over management of these services in other areas they have learned from what is good, and introduced staff to new ways of working which have been successful elsewhere, without imposing a standard model. In the meetings with staff in the existing services which have taken place during the consultation, staff have found this reassuring.

2. How the partnership would operate

2.1 Appendix 2 is a draft of the Agreement under which the partnership would operate. While some details are still to be completed, it includes all of the main terms of the Agreement. The Cabinet's attention is drawn particularly to Part A of the draft Partnership Agreement, which sets out the distinctive features of how the partnership is intended to operate.

2.2 Key points are:

a) The proposed agreement is not a contract but a set of commitments about how the two public bodies will work together to develop the services and to ensure that they are closely integrated with other services for children, young people and families.

b) The Council's relevant statutory functions are delegated to the Trust.

c) Detailed plans for the development of the services will be drawn up by officers of the two organisations through a joint Healthy Families Partnership Board, and will be presented to the Cabinet for approval.

d) The agreement is open-ended, and is intended to provide a stable framework within which the services can develop, though either partner will be able to end the agreement with 12 months' notice if they no longer believe that it is working for them.

e) In line with the Council's existing priorities for the Public Health Grant, the agreement includes a commitment by the Council that the existing level of funding will be maintained in real terms in the remainder of the current financial year and in the two following years. In subsequent years, the budget for the services will be set by the Council in broadly the same way as for services which the Council delivers directly.

3. Consultation comments about the partnership proposal

3.1 Before entering into a Section 75 partnership, the local authority and NHS body are required to consult anyone who they believe may be affected.

3.2 The Council led a consultation process on behalf of both organisations, between 15 July and 15 August. The consultation was advertised on the Council's website, and through the Council's social media accounts. It was specifically brought to the attention of NHS organisations operating in Northumberland, schools, and the third sector organisations operating children's centres in Northumberland. Northumbria Healthcare circulated information about the consultation through its staff bulletin, and also brought it to the attention of the Northumbria Maternity Voices Partnership, a team of maternity service users and professionals set up by the Trust as part of a national scheme to ensure that women can have their voices heard about local maternity care.

3.3 We received feedback about the proposal from a number of different categories of stakeholder.

Staff currently working in the services

3.4 We received two significantly different kinds of response from staff working in the services:

a) There were 21 written responses through the online consultation form from staff working in the health visiting and school nursing services. The majority of these were received almost as soon as the consultation opened (and we had also received emails from staff before the start of the consultation). Most of these responses were sent at a point when, because of agreements between Northumbria Healthcare and Council officers about the arrangements for communicating with Trust-employed staff, the staff in the service had had little previous information about the details of the proposal, and no contact with managers from HDFT. As a result, various speculations had been circulating about what the proposal might mean for the services and the staff working in them, and understandably most of the online responses were anxious, suspicious or hostile to the proposal.

b) There were two meetings for staff in the service, which 22 and 17 members of staff attended, at which Suzanne Lamb, the Head of Safeguarding/Head of Nursing for HDFT's Community and Children's Directorate, described HDFT's approach and answered questions. While these meetings had to be held by video because of Covid restrictions, it was clear that staff found them reassuring, and comments made at the meetings were largely positive.

3.5 While there is undoubtedly still some anxiety about organisational change among the staff in the services, most of the specific concerns which were raised in written responses before the consultation meetings were answered during those meetings. However all issues raised in those responses are summarised and discussed below.

Other organisations and professionals

3.6 127 other professionals and organisations with an interest in these services responded to the consultation. Many expressed concerns similar to those raised by staff in the services, others set out particular suggestions about what changes it would be desirable for any new partnership to make, or described features of the current services which they believed it would be important for the new partnership to maintain.

3.7 Three meetings provided an opportunity for doctors working with children to discuss the proposal. Two were arranged specifically as part of the consultation: one with members of the Local Medical Committee, one organised by the Clinical Commissioning Group. These were not well attended, though there were useful discussions with those present about issues such as the importance of maintaining close links between health visitors and primary care. The Director of Public Health also attended a meeting of Primary Care Network leads, at which similar issues were raised by that larger group, who expressed no strong view about what organisation should employ the staff in the services, and were reassured that the intention was to maintain existing relationships.

Service users

3.8 52 respondents to the online consultation described themselves as service users. The main theme in many of these responses was that respondents' experience of the current services had been highly positive. Most of these respondents expressed concern about the possibility that a new provider might not provide such a good service, and said that they were opposed to any change. A few responses commented on limitations of the current services, and hoped that a new provider might be better.

Northumbria Healthcare

3.9 Northumbria Healthcare submitted a response to the online consultation from their communications department, confirming the Trust's position that "the 0-19 service is one which we as a Trust wish to continue to provide (via a suitable and mutually agreed contractual or partnership arrangement)".

3.10 The Trust suggested initially after it gave notice on the current partnership that the Council should undertake a procurement process to select the future provider of the service, and more recently that the Council should enter into a new and more limited partnership agreement with Northumbria rather than HDFT, covering only public health services for children, young people and families. However the Trust has made no specific proposals about how such a partnership might work, and why it might not encounter the same difficulties as the larger partnership.

3.11 The specific issues raised in the Trust's response, most of which are similar to those raised by other consultees, are addressed in section 4 of this report.

The Health and Wellbeing Board

3.12 The Health and Wellbeing Board has a specific statutory responsibility to provide advice, assistance or other support to encourage the development of Section 75 partnerships between local authorities and NHS bodies.

3.13 The Board therefore met on 12 August to consider both the implications of the dissolution of the larger partnership with Northumbria healthcare and the proposed new partnership with HDFT. Suzanne Lamb from HDFT attended the meeting to

explain the approach of her Trust and to answer questions. While the meeting made no formal recommendations, comments about the proposed partnership with HDFT made by members of the Board during the meeting were generally positive.

4. Issues raised during consultation

4.1 Few of the respondents to the consultation were in a position to express an informed view about HDFT as an organisation, and their approach to managing public health services for children, young people and families. Understandably, therefore, most consultation responses focused on general concerns about what might be the consequences of a change of management for services which most, though not all, respondents agreed are currently very good.

4.2 In this context, the main purpose of the consultation was to ensure that all concerns which people with an interest in the services wish to express have been identified and brought to the attention of the Cabinet before it makes a decision. Some of these concerns are based on misunderstandings, some have been answered to officers' satisfaction by HDFT, and some will be important to bear in mind as plans move forward, if the proposal is confirmed.

4.3 38 of the 198 online consultation responses gave no specific reasons why they agreed or disagreed with the proposal (6 of these agreed with it, 29 disagreed, and 3 said they didn't know). These responses either made no comments at all, or provided only broad statements of their position, such as:

"I think this should stay within Northumbria NHS as requested by the trust" ["No"]

"From the information provided it seems a logical step forward to continue providing the services as described." ["Yes"]

"After reading the previous information about the partnership I do not feel in a position to support or discredit the partnership" ["Don't know"]

4.4 The specific comments made are discussed under the headings below.

Concerns about a non-local provider

4.5 At least 42[1] consultation responses gave as a reason for concern about the proposal that HDFT is not a local provider. 18 of these referred specifically to the distance between Northumberland and Harrogate. Examples of comments were:

"I would prefer local health care services to be provide by a local health care provider ie Northumbria healthcare." [service user]

"Local services for local residents should be supplied and managed by local organisations" [housing professional]

"If the service is contracted to Harrogate and the service is to be managed from Harrogate then that will increase times to attend and expenses to attend. More so in winter months. Further staff travelling from the Harrogate area cannot possibly be a sound idea for the environment." [professional – role not specified]

"This makes a mockery of having a local NHS trust that provides services locally to local people by local people managed locally. It is local government gone mad - next

[1] All figures are approximate; some comments could be classified in more than one way

you'll be suggesting Kent county council runs your services. Nonsensical and foolish it will increase extra costs and disenfranchise local decision making."

"moving the services to Harrogate is to far away, leaves a massive district without services and puts people's lives at risk" [Unison member]

4.6 HDFT has confirmed that it expects all staff, operational managers and day-to-day back-office support roles such as IT and HR to be based in Northumberland. The senior manager who would oversee the service on behalf of the Trust is based in Durham, rather than in Harrogate.

4.7 Other respondents raised more specific concerns about a non-local provider. 15 responses suggested that a provider from outside Northumberland would lack local knowledge of the diverse communities of the county, or would be likely to attempt to impose a standard service model developed elsewhere, which would not be suited to the needs of Northumberland's communities. Example comments include:

"The current team know people and the area and know the other services available. Both my children have autism and it's reassuring knowing their health visitor was familiar with local services. How could a team based hours away have the same experience." [service user]

"Northumberland is a vast county of huge rural areas and pockets of deprivation. The local service specification was that services were tailored to areas and their specific needs." [Nurse adviser, Northumbria Healthcare]

"Local services are best run by persons who know the problems of contacting clients in the mostly rural communities" [Unison member]

[if HDFT become responsible] "An individual approach needs to be taken and not to deliver the same formula as other areas in which they work." [Health visitor]

"feel that a non local trust that manages many localities will mean the delivery of services won't take local situations and situations into account" [Service user]

"the principle of the partnership would seem to encapsulate all that is good about the present service within a new regime with a group who have worked with both urban and rural areas such as those we have here in Northumberland. However the prime principle regarding use of local staff with local knowledge must be enshrined within the actual contract agreement as it is only by utilising this that the needs of our community can be best served." [Amble Town Council – whose response overall was that they "neither support or oppose the proposal"]

4.8 HDFT have confirmed that they have no standard model for these services, but have continued to operate local models in each area where they operate, based on the specification of local authority commissioners. Their practice has been to start from the existing arrangements in that area, and involve staff, service users and the local authority in discussions about any changes. The expectation is that the same staff as now would be delivering the services, so there should be no loss of local knowledge. They have considerable experience of providing services in rural areas, including County Durham and North Yorkshire.

4.9 Other respondents raised other concerns, including the geographical scale of HDFT's services and the view that there would be a loss of local control:

"Too large an organisation, too fragmented and Harrogate Trust already has the same services of the County Durham Trust." [Professional, role not specified]

"Mergers are bad for governance in my experience and why Harrogate not exactly neighbours" ["Unison concerned member"]

"Historically when transfers and merges like this have happened, there becomes a dominant partner where decisions and processes of the lesser partner are realigned and often overruled. Could this ever be a true partnership?" [Professional, role not stated]

"Not enough staff to provide support needed for health and school services at the moment. Spreading staff over greater distance is not the answer." [Professional, role not specified]

"In the face of adversity over the last year the service has continued to be provided with an enthusiasm which is indicative of all staff working for NHCT. […] The pride is in working for a local organisation in partnership with NCC and other stakeholders to provide excellent services to children and families. This could not fail to be eroded if a partnership with Harrogate ensues."

"This will take autonomy away from the people of Northumberland .....not good" [Service user]

"We need to stay independent in Northumberland. Otherwise the health service will fall into decline" [Professional – role not stated]

"With a cost of circa in excess of £120m this is valuable council funding which should stay in the Northumberland area." [Unison member]

4.10 On the last point, the annual budget for these public health services is £6.4m rather than £120m, and there is not expected to be any reduction in the number of staff working in Northumberland.

The quality of the existing service

4.11 The single most common comment, made explicitly by at least 35 respondents and implied by many others, was that the services are already excellent, so there is no reason to change provider:

"I've had 3 children and the service received each time has been second to none, therefore why change something that's already working?" [service user]

"Northumbria has a proven track record of delivering outstanding services" [service user]

"I feel that as a trust we offer an outstanding service and this is supported by our trust being assessed as such by CQC twice." [health visitor]

"i am very happy being employed by Northumbria trust ,and see no benefit for change. We are employed by an outstanding trust where Harrogate is not." [health visitor]

4.12 Three responses supported the proposal on the grounds that current services are unsatisfactory. As with other comments, these responses reflect individual experiences, which may not be typical, and one appears to refer to public health services more widely rather than specifically the health visiting and school nursing services:

"I am a peer support for breast feeding mums and also have two young children. I have found during covid all face to face was cancelled for mothers and alot of who I supported struggled to get their babies weighed. […] This enfuriated myself as

nearly 70%+ of who I supported through feeding gave up die to the lack of face to face contact with a health visitor/ school nurse." [Service user]

"I have 2 children under 5 and Northumbria has been an appalling service. Especially through covid. One of the only areas to have ceased ALL support" [Service user]

"At present the services in North Northumberland are decemated, we need resources in the area such as sexual health services and the re-introduction of promoting life choices, smoking has went through the roof with teenagers 14 to 17yrs old." [Alnwick youth organisation]

4.13 Another response was critical of the existing service, but unsure whether the proposal would lead to improvement:

"I do not think that there is enough support available for families in Northumberland. school nursing is particularly under resourced and it is very difficult to get an appt. indeed many families do not even know it exists." [Professional, role not stated]

4.14 There is no doubt that the existing services are highly valued. The view of officers is that there is no reason to think that transferring senior management responsibility to HDFT would threaten this, and that there are positive reasons to think that HDFT have a level of understanding of the challenges and opportunities for these services which holds out the prospect of further improvement.

4.15 A number of responses, including some of the emails received from health visitors before the consultation began, have emphasised that the current Care Quality Commission (CQC) ratings for both Northumbria Heathcare overall and for its community health services for children, young people and families in particular are "outstanding", whereas both ratings for HDFT are "good".

"It makes no sense in our opinion to unnecessarily move a high-functioning service from one willing provider formally recognised as 'outstanding' to another that is 'good', particularly given the importance of integration, responsiveness, efficiency and continuity of care for children, young people and their families in the post-pandemic era." [Northumbria Healthcare]

4.16 While independent ratings of services by the statutory regulator are obviously a relevant consideration, both ratings for the services for children, young people and families were published five years ago, in 2016, so the comparison is not based on current information.

Links with other health services

4.17 A number of respondents suggested that moving the services to a different provider would weaken links with other NHS services for children:

"I work closely with colleagues in health visiting and school nursing in Northumberland, schools and education colleagues and the wider community of health and social care staff. I respect my colleagues and the close links that we have. Your proposal will potentially add barriers to smooth working and communications." [Infection control nurse, Northumbria]

"Fragments services and unsettles staff." [Professional, role not specified]

"like the service as it is, staff work really well with local hospital services as well." [Service user]

"If Harrogate is awarded the contract from a safeguarding prospective you will increase the number of health professionals required to share information and attend meetings such as MARAC, Mset and contributing to Mash. The 0-19 service will not have access to certain health information which supports keeping children safe and aids decision making." [Nurse adviser, safeguarding children, Northumbria]

"The health and care system will lose the integration achieved via single management of these services alongside community paediatrics, acute paediatrics, and midwifery care which will all continue to be provided by the Trust. Key benefits such as shared IT, shared records, common guidelines, information sharing arrangements and unified HR arrangements and a common culture/management style will be lost." [Northumbria Healthcare]

"The 0-19 service cannot and should not be seen as separate from the whole child health provision in the County." [Community paediatrician]

4.18 While it is undoubtedly sometimes easier for professionals to work closely with colleagues employed by the same organisation, it needs to be borne in mind that many of the key professional contacts for health visitors and school nurses are not employed by Northumbria – within the NHS, for instance, close working with primary care is particularly important for health visitors, many of whom are based in primary care premises. For school nurses communication with child and adolescent mental health services, employed by the mental health trust, is a key requirement. Both services also need to work closely with social care services for children and with schools and children's centres. Officers' advice would be that the situation in which there is most value in professionals being employed by the same organisation is when front-line operational teams share single management. No front-line management arrangements would be disrupted by the transfer of organisational responsibility. Shared information systems remain a challenge across the system – even within Northumbria Healthcare, the professionals listed in the Trust's response do not all use the same electronic recording systems.

Specific comments about HDFT

4.19 Six respondents said they had specific reasons to think HDFT were not a good provider of these services. All of these responses are quoted below.

"I've heard from people in Gateshead that the Harrogate service is not good and no one seems happy with the arrangements" [Service user]

"Over the many years working in Northumbria i had a specific understanding of how HVs worked and expected this care when I had a baby whilst living in Gateshead. Gateshead however, HVs are employed by Harrogate, the service is sub par to the current service provided to the Northumberland public." [NHS professional and service user]

"Northumbria NHS is recognised as an outstanding Trust. Harrogate is not and I have personally spoke to staff who hasn't [sic] *previously worked for this Trust and I am concerned with what I have heard." [School nurse]*

"I have worked with Harrogate 0—19 service in other areas and have not been impressed with the level of service or skills of the staff. The trading and development needs of the staff did not appear to be adequately audited or met which I found incredibly difficult to work with, and it was not always good care for service users." [NHS professional – role not specified]

"I was employed as a School Nursing Sister by Harrogate and got to see first hand how they demoralised and undermined an entire team." [Former Sunderland school nurse]

"The Harrogate foundation trust already tried to make significant staff cutbacks in County Durham. Without public exposure they would have succeeded. You can't guarantee they won't try (and succeed) to do the same to our services." [Service user]

4.20 In most cases, there is no way to assess the significance of these comments. They clearly provide some evidence that not all users or staff of HDFT services in other areas have been happy with them, but our information from Directors of Public Health in other local authorities seems to suggest that these experiences are not typical. The Director of Public Health has asked for further details from those respondents who supplied contact details, but no responses have been received.

4.21 In the specific case of the last quoted comment, we have checked with the Director of Public Health in County Durham, who has confirmed that the proposed staffing changes in that area originated with the County Council, not with HDFT, and that an outcome satisfactory to all parties had ultimately been agreed.

Fears of budget reductions

4.22 Several responses suggested that the proposal was intended to reduce the Council's costs, or that HDFT would be reducing budgets:

"Usually when there is a partnership it's always to save money and not the benefit of staff or 0-19 year olds." [Professional, role not stated]

"This appears to be another cost cutting measure by the council." [Service user]

"the idea of a this "hub" is clearly just a way to outsource to Harrogate and save money and not the welfare of the young children / families / new mothers." [Service user]

"There will inevitably be job cuts for front line staff as it will be impossible to provide safeguarding , occupational health, HR and IT support from the proposed envelope. This is public money and should not be squandered like this."

4.23 Council officers and HDFT are clear that the proposal is not intended as a means of making financial savings and is not expected to lead to any reductions in services or staffing. These services are a high priority for the council, and the proposal is to guarantee that the existing level of funding will be maintained in the current year and the following two financial years. As with all Council-funded services, firm guarantees cannot be given for the longer term future because of uncertainty about future national funding, but there is no plan to make reductions in these services.

Relationship to forthcoming NHS changes

4.24 Two NHS responses have suggested that the proposal runs against the direction set by the government's February White Paper *Working together to improve health and social care for all*, and the Health and Care Bill currently before Parliament. Under these national reforms, an "Integrated Care System" (ICS) covering the whole of the North East and North Cumbria is expected to become responsible for allocating NHS funding and developing partnerships, while delegating many of its functions to "place" decision-makers, who currently seem likely to be operating on the same geographical basis as the Clinical Commissioning Groups which the Bill will abolish

– in which case Northumberland will be a "place". The comments which have been made are:

"At a time when nationally we are being firmly encouraged to organise ourselves across health and care at a local 'Place' level, it seems incongruous that we would introduce another system partner who has scant knowledge of the patch or relationships with other key players." [Northumbria Healthcare]

"It seems very strange to enter partnership with a trust that is not part of our ICS." [Belford Medical Practice]

4.25 It is difficult at present to be clear how the new NHS arrangements will operate. However officers are not aware of any national intention that the creation of a "place" level within the new "integrated care systems" will prevent new providers from delivering services within a "place". It is also not clear that there is any intention to prevent NHS organisations from operating across multiple ICS areas, when carrying out either NHS or local authority functions. Since HDFT already provides public health services for children, young people and families in six of the 13 local authority areas in the North East and North Cumbria ICS, if the partnership proposal is agreed HDFT will become one of the few NHS organisations delivering services across more than half of the local authority areas in the ICS.

Disruption caused by a change of organisation

4.26 A number of respondents saw the disruption caused by organisational changes as reason why Northumbria should continue to provide the services:

"Regardless of what NCC believe, it does upset staff to be told that they are going to be moved to another organisation, even when this is another health care organisation." [Health visitor]

"We are concerned about the disruption to staff, many of whom are opposed to this transfer. We believe this could destabilise the service provided." [Northumbria Healthcare]

4.27 Organisational changes do undoubtedly cause staff anxiety – which in this case has perhaps been made greater by the wider context of the ending of Northumbria Healthcare's partnership with the Council for adult social care, and the limited information available to health visitors and school nurses in the first months following Northumbria's decision to withdraw from the wider partnership agreement. If the proposed partnership with HDFT is now confirmed, officers' hope is that through the contact between HDFT and the staff in the services will rapidly reduce remaining anxieties, after a promising start at the meetings during the consultation about the partnership. Because the proposed transfer is from one NHS organisation to another, and because no immediate changes to local staffing or management arrangements are planned, it seems reasonable to hope that the experience of staff will in reality be one of continuity rather than abrupt change.

4.28 It may be relevant to remember that these services in fact transferred to Northumbria Healthcare from Northumberland Care Trust in 2011, with such limited disruption experienced by the staff involved that that transfer was nowhere mentioned in the consultation responses, even by staff who emphasised that they had worked in Northumberland for decades.

4.29 Another relevant consideration is that if the Council had continued to procure these services from Northumbria Healthcare under a contractual arrangement from 2018

rather than transferring them into a partnership arrangement which was at the time expected to provide greater long-term certainty, that contract would have been due to be reprocured from 2021, and might at that point, or in subsequent contract cycles, have been awarded to a different provider. In general, the adoption of a partnership approach can be expected to lead to more stable long-term organisational arrangements.

Other comments

4.30 Three health visitor respondents specifically mentioned the previous transfer of employment of health visitors to North Tyneside Council, and believed that the Northumberland proposal was similar:

"We have seen the changes made in our colleagues services in North Tyneside with a similar model being introduced by the local authority perspective and there are a lot of unhappy people delivering a very different service."

"I have experience of being TUPED to North Tyneside Council , that led me to leaving and coming to Northumberland. I am so upset that this is happening again."

"Services deteriorates. Staff morale deteriorates. Increased staff vacancies. Services changes for clients and not for the better, in my opinion. Ways of working change, not for the best, which impacts not only on staff but clients." [Health visitor working in North Tyneside]

4.31 Some respondents who believed that the services should continue to be operated by Northumbria Healthcare saw the proposal solely as a consequence of the widely-publicised differences between the governing bodies of the two organisations:

"We should be solving the issues that appear to be a disagreement between leaders to ensure we are working with local nhs providers." [Service user]

"I am dismayed that what seems to be disagreements and politics between decision makers at a higher level are resulting in an entire workforce being redeployed." [Health visitor]

"we are caught in the middle of argument between 2 organisations, who should know better than to put their disputes and personal agendas before the needs and wellbeing of the staff, children, young people and their families." [Health visitor]

"surely it is possible for NCC and Northumbria to develop shared vision, values and mutual trust to enable the most appropriate, geographically sensible approach to be taken which is the 0-19 service to remain within Northumbria." [Community paediatrician]

4.32 Northumbria Healthcare have suggested that:

"The spirit of a Section 75 agreement is that it supports local partnerships in place, without the need for full procurement. This is not the case when the preferred provider is not a local partner." [Northumbria Healthcare].

4.33 Officers are not aware of any national guidance which supports this interpretation of the "spirit" of the legislation permitting partnerships. In officers' view, the objective of this statutory provision is to enable public bodies responsible for health and social care to work together jointly, in a broadly similar way to the ability of local authorities to operate joint committees and provide joint services. In the specific circumstances of public health services for children, young people and families, there are clear

reasons to consider a partnership with the NHS organisation which has established itself as the region's leading provider of these services.

4.34 One health visitor respondent objected to a specific change which HDFT have said they would introduce (and which they believe is generally viewed positively by service users):

"Do Not make us wear uniforms as this is very intimidating to clients."

4.35 Three service user respondents questioned whether the Council should be involved in decisions about the future of the services:

"I am very happy with the current services and don't like the statement that the current nhs service would like to continue but the council don't agree? Keep the council out of it."

"I understand your views may be different from Northumbria health care but that could lead to different solutions for families - why is the councils opinion the right one?"

"I don't believe the proposal will strengthen the service at all. I believe it will dilute the effectiveness as the council are not qualified to govern this service."

4.36 Some respondents appeared to be under the impression that the proposal was to transfer health visitors out of the NHS:

"I want nhs care only" [service user]

"Health visitors are an essential part of the NHS services and vital to supporting families." [Professional, role not stated]

"Its back door privatization. Once out sourced bringing services back in will not be cost effective and vulnerable to a monopoly." [Service user]

4.37 One professional respondent supported the proposal with some regret:

"[former management of the service] put in place what I believe have been crucial to the development of the service as a Community based service that maybe should not be a part of a Hospital Trust whose main focus is on delivering Hospital based care where income is the main focus. Health Visiting and School Nursing does not bring in any income. Sadly although Harrogate and District are developing expertise in this area I would have preferred services to be run locally I do see them as the best option." [Professional, role not specified.]

5. Consultation comments about service developments

5.1 As well as asking about the proposed sections of the proposed partnership with HDFT, the consultation document invited views about potential future developments towards more integrated "early help" services for children, young people and families.

Family hubs

5.2 Some respondents expressed concerns about the suggestion in the consultation document that the services were expected to become part of "family hub" arrangements, bringing them closer together with other "early help" support services for children, young people and families:

"I work in North Northumberland and cover a large rural area that has a lack of readily accesible services such as Surestart. Despite this I am able to work jointly

with colleagues in Children's Social Care, Early Help etc. and believe that links are already strong. The wording of ths consultation suggest that they aren't. I worry that potentially being removed into a hub would serve no purpose to the community that I serve." [Health visitor]

"We currently have very close links with HV and school health and I am unclear what benefit this transfer would be to the service. We work in a rural setting covering a vast geographical area and the family hub we will see will be very different to that of being in buildings - we already have established network links and working relationships." [Early Help worker, County Council]

"Whilst there are advantages to hub working where cover for absences/sickness etc can be provided from within a particular team this can often destroy the individual relationships between parents and professionals who, in the past, have worked together here very successfully eg Health visitor and GP." [Corbridge Medical Group]

"Possible threat to current integration with primary care via the hub model." [Valens Medical Group]

"I work very closely with that local Children Centre and do joint working, delivering courses and groups. i already work with families with EHA. we have close working practices with nurseries and pre-schools within our local community. We are situated in a GP practice , i do not think being moved out of this building would be of benefit to anyone. we have excellent working practices with the GP's and liaise with them on a daily basis. It puts us in the heart of the community and easy assess to GP's" [Nursery Nurse, Northumbria Healthcare]

5.3 The consultation document recognised that locating health visitors in a single building with other "early help" staff working in the same area of Northumberland may not be as appropriate model in rural areas as it is in towns such as Ashington and Bedlington.

5.4 Other comments made suggestions about ways in which family hubs could improve services:

"We would like to see opportunities for increased partnership working between the 0-19 service and the voluntary sector. This applies in particular to the Family Hub model and it would be good to see some targets shared with the 0-19 service and the developing Family Hubs. We would like to see a shared vision established at the beginning of the partnership." (Barnardo's)

"I find it hard as a parent to get help n support since our daughter turned 5? Don't know who our school nurse is n don't even know if we have one? Once our child went to primary school all support n help stopped and feel that we have been left to get on with it ourselves? It would really beneficial to have open access to professionals for the whole spectrum of 0-19 Yr old as because life is tricky at times and we all need support at times! If it allows everyone who cares for a child to have a service that's willing to help and support all carers n parents this gets my appeoval" [Service user]

"I would like to see the HV teams be based more in Children's Centre's if they are no longer able to work from GP practices/clinics." [NCC Children's Centre worker]

"Co- location wherever possible, even if it means extending children's centres as those early days and years are critical to supporting children and families to achieve

the best emotional, social, physical and developmental outcomes. This would give seamless intervention both universal and prevention and support the current development of PMH and midwifery working in the centres." [Children's Centre manager]

Other topics

5.5 Other responses made broader suggestions about how services could work together better in future:

"Any way to improve capacity of school nursing through better use of partners is a good thing. I understand school nursing in some areas of the country has been decommissioned entirely and these skilled workers have so much more potential I would like to see school nurses and health visitors working more collaboratively with early help specialists supporting children with SEND and speech & language problems through joint management arrangements, joined up training and seeking joined up solutions to challenges instead of reporting back to and bringing individual organisation issues and blockages to change" [Professional, role not specified]

"I would like to see Early Years services work better with health services so when I have a concern about my little girl not developing as she should I can just explain once but feel like all agencies work together" [Service user]

"Our service would benefit from more expertise and knowledge in regards to updating and modernising our Systm One record keeping system - I believe that Harrogate are experienced in this and have dedicated staff to do this." [Health visitor – one of a long list of constructive suggestions from a member of staff who has expressed strong attachment to Northumbria Healthcare, but is also conscious of potential opportunities for improvement]

6. Conclusion

6.1 The process leading up to this decision has been a difficult one, because it has been intertwined with issues about Northumbria Healthcare's decision to end its 10-year partnership with the Council. Many of the consultation responses have been influenced by that wider context. However the decision which the Cabinet needs to make on this issue is not about the events of the past eight months, but about the best option for improving public health support for children, young people and families. In making their decision, Cabinet members are recommended to consider the previously-circulated assessment by the Council's Director of Public Health, which is attached as Appendix 1 to this report.

IMPLICATIONS ARISING OUT OF THE REPORT

Policy	The proposed partnership would continue in a new context the Council's existing policy of working in close partnership with the NHS.
Finance and value for money	Following the implementation of the proposed agreement, the services will continue to be funded from the ring fenced public health grant, at the same annual level as was planned within the previous arrangement.

Legal	The proposed arrangement will be a partnership agreement under section 75 of the NHS Act 2006. Following queries raised by Northumbria Healthcare, the Council has obtained QC's advice about the process to be followed in making a change of partner, and officers are satisfied that the process which has been adopted is lawful.
Procurement	The proposed arrangement is a partnership arrangement between public bodies under the NHS Act 2006 rather than a commercial procurement.
Human Resources	If the proposal is confirmed, the Council will not be directly involved in the transfer of staff in the services between Northumbria Healthcare and HDFT. Approximately 165-170 staff will transfer. Since both organisations are NHS employers operating within a national framework, any changes in terms and conditions are expected to be minor.
Property	Under the proposed arrangements, HDFT will be responsible for arranging accommodation for staff in the services, except in the case of those health visitors who the Council has previously agreed to accommodate in children's centres which it owns. The current expectation is that at the point of transition, staff will continue to work from the same bases as now, though alternative options, possibly including further use of council premises in some locations, may be considered in future.
Equalities (Impact Assessment attached) Yes ☐ No ☒ N/A ☐	No equalities issues have been identified associated with the proposed organisational change in itself. Any subsequent proposals for changes to the services will be screened for potential equality impacts before decisions are made.
Risk Assessment	The Council and HDFT have project management arrangements in place to ensure that short-term risks associated with the transition of the services from Northumbria Healthcare are identified and mitigated. Consultation have raised concerns about potential longer term risks; the body of this report discusses these, and concludes that there are no ground for serious concern.
Crime & Disorder	No implications have been identified.

Customer Considerations	The proposed partnership arrangement will make no immediate difference to the services offered to children, young people and families, but is expected to create opportunities to improve these services in future.
Carbon reduction	No direct implications have been identified
Health and wellbeing	The health visiting and school nursing services are public health services whose purpose is to protect the health and wellbeing of children, young people and families.
Wards	All

BACKGROUND PAPERS

There are no background documents for this report within the meaning of the Local Government (Access to Information) Act 1985.

Report sign off.

Authors must ensure that officers and members have agreed the content of the report.

	Full name of officer
Monitoring Officer/Legal	Neil Masson
Executive Director of Finance & S151 Officer	Jan Willis
Executive Director	Cath Mcevoy-Carr
Chief Executive	Daljit Lally
Portfolio Holder(s)	Wendy Pattison/Guy Renner Thompson

Author and contact details

Report Author: Stephen Corlett – Senior Manager (Policy)
Phone: (01670) 62 3637
Email: Stephen.Corlett@northumbria.nhs.uk

Appendix 1: Director of Public Health assessment

The assessment of the proposal below has previously been circulated to all elected members. It is reproduced as an appendix to this report to place this assessment of the proposal in the public domain.

0-19 PUBLIC HEALTH PROGRAMME PARTNERSHIP AGREEMENT PROPOSAL

Dated: 6 August 2021

Dear Members,

As the Director of Public Health, I'm responsible for commissioning the 0-19 Public Health Programme, and I wanted to let you know my thoughts about the proposal to have this service provided in future by Harrogate and District NHS Foundation Trust. I don't intend to comment on why we are where we are, only on why I think this is the best option for our children, young people and their families.

What is the 0-19 Healthy Child Programme?

The 0-19 or Healthy Child Programme is the national evidence based universal programme for children aged 0-19 (and including young people up to the age of 25 years if they have a statutory requirement such as a special educational need or disability). It offers every family an evidence-base suite of interventions, including screening tests, developmental reviews, and information and guidance to support parenting and healthy choices. The programme is universal in reach, and it aims to build healthy communities for families and children and reduce inequalities and vulnerabilities. The range of interventions spans universal services for all through to intensive support.

Health visitors and school nurses are specialist community public health nurses (SCPHN), with health visitors leading the 0 to 5 elements of the Healthy Child Programme and school nurses leading the 5 to 19 elements. There is also a mix of other staff within the team, including breastfeeding coordinators and nursery nurses.

What do we want to achieve?

I am committed to ensuring that our families are supported by the very best Healthy Child Programme we can provide so we can enable children to have the best start in life. The Healthy Child Programme is being modernised and the emphasis is on effective, family-oriented services that build on local assets and community-based approaches with a stronger emphasis on what works. There is also a strong focus on integration – with education, children's social care, local authority early help and early intervention services, VCSE organisations, primary care and community services, mental health services and many more. Across the teams supporting children and young people in the council, we have a real appetite to explore how far we can go in integrating those services, becoming an exemplar for other areas; and we want this to extend beyond the boundaries of council run or commissioned services.

Why Harrogate and District NHS Foundation Trust (HDFT)?

I have been asked why we would want to enter into a partnership arrangement with a provider outside Northumberland when we have a perfectly good Trust on our doorstep. The point is that whilst 'place' is important, it shouldn't prevent us from exploring the opportunities that could be gained from service innovation and transformation delivered with another partner, in this case, a partner with a proven track record and extensive experience of delivering the Healthy Child Programme using a variety of models across multiple areas. As a provider of these services across seven different council areas (County Durham, Gateshead, Stockton, Darlington, Sunderland, Middlesbrough and North Yorkshire), some with areas of rurality like ours, they have a wealth of experience and an ability to share best practice and what works well and, as importantly, what does not.

I have also sought the views of other Directors of Public Health who commission this service from HDFT and from Public Health England; the responses have been positive. Successful partnership working is not dependent on the headquarters of those partners being in the same place, it is dependent on mutual trust, openness and transparency and a shared vision and shared values.

What would a future arrangement with HDFT look like?

First and foremost, the operational staff and management structure will remain much the same but with the addition of embedded specialist safeguarding support. If we proceed with this partnership, HDFT will be providing assurance at the next Northumberland Strategic Safeguarding Partnership that the arrangements in place to protect our children and young people are robust and appropriate.

The service will be delivered by the same staff with their local knowledge of Northumberland and the needs of families and communities; retaining those key relationships with stakeholders; and remaining local and accessible across the county's varied geography. If staff wish to work from home, they can. The staff will be managed by the same management team, accountable to the Head of Safeguarding (and Lead Nurse for Public Health and Quality) in HDFT. The Trust's intention, should we proceed with this arrangement, is that corporate services such as HR, IT and other business support will be provided by locally recruited and ideally locally employed personnel. No one will be routinely travelling backwards and forwards to Harrogate and I think this demonstrates a commitment to the local delivery of services.

Working with the 0-19 service operational management team, areas have already been identified where things could be done slightly differently to streamline processes and/or free up staff time. The Trust have suggested augmenting the current staffing structure in some areas. The 0-19 staff themselves acknowledge that HDFT's use of the patient record system, which they'll continue to use in the same way to be able to view and record interventions, is highly advanced. This provides opportunities to improve the extraction of information to support effective service planning and the use of templates which enable staff to spend less time recording interventions and more time delivering them. Nothing will be done *to* staff; any changes will be done *with* staff but there are many things which work well and which won't need to change.

The funding of the Healthy Child Programme remains a priority and in fact we increased our investment during 2020/21. The intention is that every bit of funding that can be spent on the clinical service, will be spent on the clinical service.

A Healthy Families Partnership Board consisting of Trust and council service directors and chaired by the Director of Public Health/Director of Adult and Childrens services will ensure that the needs of our communities are met; that the views of stakeholders are taken into consideration; and that service developments apply the principles of co-design and collaboration. That Board will be accountable to the Children and Young People Strategic Partnership and through that to the Health and Wellbeing Board. The operational and immediate priority would be to make sure that staff are able to continue to deliver services as safely as possible at the point of transfer.

The more strategic piece of work is around integration. We need to think about what better integration might look like; how services might change to provide a better experience for children, young people and their families; and what examples are there out there of what we might do differently. We need to think about how we're going to make family hubs a reality so we can help families access and navigate services and receive a joined-up, holistic experience where they don't have to constantly re-tell their story. And we need to recognise that family hubs with all professionals based in a single building might not work everywhere, particularly in our most rural communities, so we will be exploring alternative models which deliver similar outcomes. HDFT has been a partner in supporting similar work in other areas so is well positioned to actively contribute to this and has been a strong advocate and champion of integrated working.

Supporting staff

At the start of the consultation, and even before it began, staff in the service have been vocal about their desire to remain employed by Northumbria Trust. We need to take seriously the concerns they have expressed, but some of these were based on speculation at a time when they had had no detailed information about what was to be proposed. For instance, there have been suggestions that partnerships are put in place to cut costs; or that a 'Harrogate' model would be imposed which did not fit Northumberland. Concerns have been raised about risks to safeguarding; the loss of key relationships between staff and key partners and stakeholders; and a hemorrhaging of staff. None of this is going to happen because the service will continue to be delivered by the same staff, managed by the same team supported by a strong governance process including safeguarding. I have reiterated to the staff and their management team that we have invested in the service and that it is an absolute priority for the Council.

More recently, we have held a virtual consultation event with members of the 0-19 workforce. I believe they were reassured by what they heard from Cath McEvoy-Carr, me and Suzanne Lamb, the Head of Safeguarding from HDFT, who was herself TUPE'd into HDFT some years ago from another Trust (and lives in the northeast).

The future

We need to move forward. Maintaining the status quo would be the easy option but this is a council with a history of embracing innovation and service improvement and which does not normally shy away from change. I genuinely believe this is a fantastic opportunity

to transform how we work together across services supporting children, young people and families to improve outcomes and life chances and become a beacon of good practice.

I hope this provides helpful context and reassurance.

Regards, Liz

This page is intentionally left blank

Northumberland County Council

Harrogate and District NHS Foundation Trust

Public health services for children, young people and families

Partnership Agreement

DRAFT for consideration by Cabinet meeting 25 August 2021

Contents

Part A: Main provisions of the Agreement

1. Introduction

1.1 This is an agreement between Northumberland County Council ("the Council") and Harrogate and District NHS Foundation Trust ("the Trust"). Together these two bodies are referred to in this agreement as "the Partners".

1.2 The purpose of this agreement is to set out the basis on which the Trust will exercise on behalf of the Council its public health functions relating to children, young people and families.

1.3 This is a Partnership Agreement entered into under the provisions of Section 75 of the NHS Act 2006.

1.4 This Partnership Agreement sets out how the Partners have agreed to work together and what commitments each Partner has made. The relationship which it describes is one in which some of the Council's statutory functions are delegated to the Trust, and the Council will fund the Trust to enable it to carry out those functions, rather than a contractual relationship in which the Trust will provide services for the Council in return for payment. The Partners will jointly develop plans for the Services covered by the agreement, and will jointly monitor the quality and performance of the Services.

2. Objectives

2.1 The objective of this agreement is to ensure that public health services in Northumberland for children, young people and their families form a key element in an integrated and comprehensive system of prevention and early help. These public health services are based on the Healthy Child Programme framework.

2.2 In particular, the Partners aim to achieve arrangements which:

a) Create services which better understand and respond to all aspects of the needs of children, young people and families

b) Make access to services as easy as possible for children, young people and families who need them

c) Meet well and effectively all statutory requirements to provide universal support to children, young people and families, while focusing particular attention on identifying and supporting those children, young people and families who have additional needs

d) Promote joint working between all public, voluntary, community and other bodies which support children, young people and families, aiming to make the most effective use of the skills and resources of all services, minimising duplication and encouraging mutual understanding and shared learning

e) Are open to change, responding flexibly to both short-term and lasting developments affecting the context in which public health services for children, young people and families are provided

f) Facilitate the development of a skilled and motivated public health workforce to support children, young people and families, with easy access to high quality training and development opportunities.

g) Make the most effective possible use of the overall funding available in responding to the needs of children, young people and families.

3. Commencement and Duration

3.1 The Agreement will commence on 1 October 2021.

3.2 The Partners expect this to be a long-term agreement, and it has no defined end date, though it may be terminated by either Partner as described in this Section and Section 17.

3.3 The Partners may at any time agree to a review of this Agreement, or either Partner may at any time notify the other that it requires a review to take place. Reviews will consider any issues which have arisen about the delivery of the Services or about the operation of the Agreement, and any changes in the context of the Agreement. The Healthy Families Partnership Board will consider an annual report summarising key events and issues over the past year, and will be asked to confirm whether it believes that any changes to the Agreement appear to be necessary.

3.4 Either Partner retains the right to give written notice to the other at any time that it wishes to withdraw from this Partnership Agreement, or the Partners may jointly agree at any time that they no longer wish to continue the Partnership Agreement. In either of those cases, the Partners will work together to ensure that satisfactory alternative arrangements are made for the future delivery of the Services covered by this agreement and the future employment of the staff working in them. The partners may agree any mutually satisfactory timetable for the ending of the Partnership Agreement; the default position in the absence of an agreed alternative will be that the Partnership Agreement terminates at the end of the calendar month containing the date twelve months after the receipt of the written notice, or the agreement that the partnership should end.

3.5 Section 17 of this Partnership Agreement sets out further circumstances in which this Agreement may come to an end.

4. Functions

4.1 The Trust will exercise on behalf of the Council the following health-related functions:

a) the function of carrying out universal health visitor reviews, as set out in Regulation 5A of The Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013 (as amended) (“the PH regulations”);

b) the Council's duties for the weighing and measuring of children under Regulation 3 of the PH Regulations;

c) other public health functions of the Council under Section 2B of the National Health Service Act 2006 which relate to children, young people and families, to the extent agreed with the Council through the Healthy Families Plan. From the Commencement Date to the date at which the first Healthy Families Plan is adopted by the Partners, these functions will include all functions carried out by the Transferring Staff, health visiting and school nursing services.

5. General commitments of the Trust

5.1 The Trust will take all reasonable steps to ensure that:

a) the Services are provided in a manner which complies with all applicable legislation and guidance, and with generally-accepted best practice;

b) the Services are readily accessible to children, young people and families in all areas of Northumberland;

c) all staff involved in the day-to-day operation of the Services are based in Northumberland;

d) the Services work together with all related services for children, young people and families, so as to minimise delays in meeting needs, and ensure that there is an effective team of appropriate professionals working together to support each individual child, young person and family which needs greater support than can be provided by the Services on their own;

e) outcomes identified in the Healthy Families Plan are achieved.

6. General commitments of the Council

6.1 The Council will take all reasonable steps to ensure that:

a) the Trust is able to participate fully in all broader discussions about support for children, young people and families in Northumberland which may affect the context in which the Services are delivered;

b) services for children, young people and families which the Council provides itself, commissions or has an influence over work effectively together with the Services;

c) the budget allocated for the Services is sufficient to enable the Trust to deliver on its commitments.

7. General commitments of both Partners

7.1 Each Partner will take all reasonable steps to ensure that:

a) the other Partner is informed as early as possible of any significant event relevant to the Services or this Agreement which it becomes aware of that may have consequences for that other Partner;

b) the other Partner is consulted about any significant decisions which it is contemplating making that are relevant to the Services or this Agreement ;

c) the other Partner is consulted about any public statements, media releases or general communications to users of the Services which it is intending to issue, if these may significantly affect the demands placed on the other Partner, or the reputation of the other Partner.

8. The Healthy Families Partnership Board

8.1 The Partners will establish a Healthy Families Partnership Board to oversee the operation of this Agreement, whose initial membership and terms of reference are set out in Schedule 4.

8.2 The membership and terms of reference of this Board may be amended as any time by written agreement between the Partners.

9. The Healthy Families Plan

9.1 The Partners will jointly prepare, and update as necessary, a Healthy Families Plan setting out their agreed expectations about the scope of the Services, what they will deliver and how they will work with other services for children, young people and families.

9.2 During the period from the Commencement Date to the date when a Healthy Families Plan is first agreed, the Trust will endeavour to ensure that the Services are delivered in as nearly as possible the same manner as immediately before the Commencement Date, and will agree any material changes with the Council in writing. In particular, during this period the Trust will seek the Council's written agreement before making any changes from the description of the expected manner of delivery of the Services at the Commencement Date in Schedule 1.

9.3 The Partners will aim to ensure that any proposals for change to the Services which may be included in the Healthy Families Plan:

a) are shaped in discussion with children, young people and families; with staff in the Services; with all partner organisations in the public sector, including primary health care practices and schools; and with voluntary and community organisations working with children, young people and families;

b) take account of the diverse needs and geography of the County's local areas.

9.4 The Partners will keep under review the frequency with which the plan needs to be updated. As at the Commencement Date, their expectation is that they will aim to agree as early as possible a short initial plan which documents the short-term expectations of both Partners, and will then consult more broadly to produce a plan setting out longer term intentions, including in particular intentions about closer integration with other services for children, young people and families. Subsequently there may be a need to adjust the plan if budget or other decisions taken by the Council affect what can be achieved, or if there are revised national requirements or expectations, or the Healthy Families Partnership Board may recommend that the plan should be comprehensively reviewed.

9.5 The current expectation of the Partners is that the plan will be a freestanding document, but as service integration develops they will consider whether there is a case for it becoming part of a broader plan which also covers other related services for children, young people and families.

10. Management arrangements

10.1 At the Commencement Date, the Trust will maintain in place the existing operational management arrangements in Northumberland for the Services.

10.2 The Partners intend to develop their partnership over time and move towards further integration of services for children, young people and families, in line with the objectives of this Agreement. The Partners are open to considering all options for closer partnership working, including integrated management arrangements.

11. Financial arrangements

11.1 During the first three financial years covered by this Partnership Agreement (2021/22, 2022/23 and 2023/24), the payments made to the Trust by the Council will be as set out in Schedule 3.

11.2 In subsequent years, funding for the service will be determined following a process which as closely as reasonably possible replicates that being applied for directly-provided Council services. The detail of this process may change from time to time, and for so long as the ring-fenced Public Health Grant continues, there may be differences between the process for allocating funding from that grant and allocating funding from the Council's general revenue budget, but with that qualification the following principles will apply:

a) The Council will in each financial year inform the Trust of the process and timetable that is expected to be followed to prepare the Council's budget for the following year, and to prepare any longer-term financial plan, at as nearly as possible the same time that service directors of Council services receive this information, and will inform the Trust of any revisions to the process on the same basis;

b) The Trust will in each year prepare on the timetable notified by the Council an estimate of the cost in the following financial year of maintaining the existing level of service, and will supply the Council with any further information which it may reasonably request to enable the Council to understand the assumptions incorporated in this figure and determine a base budget amount to be used as a starting point

c) The Trust may in each year make proposals for additional spending on top of the base budget amount for the following year which it believes to be necessary or desirable, for instance to meet any new national requirements or demographic changes. The Council will consider these in as nearly as possible the same manner as it considers issues of a similar nature arising in its own services

d) The Council may in each year ask the Trust to make proposals for realising one or more specified levels of savings in the budget for the following year, and to inform the Council of the anticipated impact of such savings on the services provided. The Trust will endeavour to make proposals which comply with the Council's request while minimising the impact on the availability and quality of the service.

e) The Trust will, if requested by the Council and to the extent to which it is reasonably able to do so, participate in any consultation process preceding the setting of the Council's budget, including if necessary explaining why it has put forward any proposals which the Council is consulting on.

f) Final decisions about the budget set for the service in each year will be a matter for the Council, but the Council will consider, and will bring to the attention of all councillors before final decisions are made, any issues raised by the Trust about the potential impact on the services.

g) The Trust will at all stages during the budget-setting process respect the confidentiality of any internal discussions within the Council connected with that process to which it is privy, including discussions about the financial options which the Council is considering, any savings targets which it has asked the Trust or other services to consider, and related matters.

11.3 The Trust will supply the Council with financial information about the services on an "open book" basis.

11.4 The Council will supply the Trust on an “open book” basis with full information about the allocation of the ring-fenced public health grant which it receives from central government, for so long as that ring-fenced funding continues.

11.5 If there is a material underspend on the Services in any year, the Partners will agree how this funding can be reinvested in the Services.

11.6 An overspend on the budget for the services in any year will by default be the responsibility of the Trust, but the Trust may bring to the attention of the Council in writing any special factors which it believes have made the overspend avoidable, and the Council will consider whether it accepts that this is the case, and if so whether, after taking account of other demands on its budget, it is in a position to offer additional financial support.

11.7 If during any financial year the Trust projects that it is likely to overspend, it may propose to the Council steps that could be taken to reduce or eliminate this overspend. The Council will give reasonable consideration to any such proposals.

12. Information, monitoring and scrutiny

Quarterly assurance reporting

12.1 The Partners will agree a framework for quarterly performance monitoring of the Services, and the Trust will submit a quarterly monitoring report based on this framework to the Healthy Families Partnership Board.

12.2 The Healthy Families Partnership Board will consider issues arising from this quarterly report and other sources, and agree any actions to be taken by either Partner to address these. The Board will monitor progress against these agreed actions.

Other reports and monitoring

12.3 The Trust will wherever it reasonably can meet any request from the Council for information about the activities and performance of the Services, including requests for purposes such as reports being prepared or reviews being carried out by Council officers, or freedom of information requests.

12.4 The Trust will, wherever reasonably possible, meet any request from a Council Overview and Scrutiny Committee or the Health and Wellbeing Board to produce a report about the Services, and will where it reasonably can ensure that an appropriate officer of the Trust attends any meeting of an Overview and Scrutiny Committee or the Health and Wellbeing Board to present such a report, or answer questions about the Services.

12.5 The Trust will become a member of the Northumberland Children and Young People’s Strategic Partnership.

13. Protecting children at risk

13.1 The Trust will comply with all relevant guidance and procedures issued by the Northumberland Strategic Safeguarding Partnership, and will arrange for an appropriate representative regularly to attend the Board if requested by the Chair.

14. Premises

14.1 The Trust will be responsible for securing appropriate local accommodation for staff employed in the Services, except in those cases where the Council has agreed to make accommodation available, which are listed in Schedule 2. Schedule 2 may be modified from time to time by written agreement between the Partners.

15. Disputes

15.1 In the event of a dispute between the Partners, in the first instance it is anticipated that this will be resolved through discussions in the Healthy Families Partnership Board. If the Healthy Families Partnership Board is unable to resolve a dispute, the matter will be escalated for resolution by the Partners' Authorised Officers.

16. Variation of the agreement

16.1 The Partners anticipate that over the lifetime of this Agreement, changes to its provisions may be needed to ensure that the Partnership remains an effective means of achieving its objectives, and to reflect developments in national and local policy. This Partnership Agreement may be varied at any time by written agreement signed by Authorised Officers of both Partners.

17. Termination

17.1 The Partnership Agreement may terminate in either of the following circumstances.

17.2 Either Partner may give notice in writing, or both Partners may agree to terminate the Partnership Agreement, as provided for in section 3, with a default notice period of 12 months.

17.3 If the Council reasonably believes that the Services are failing to meet statutory requirements, or if a regulator places the Services in special measures, or any equivalent regime, the Council may give notice with a shorter period than 12 months, at its discretion. Before doing so, it will notify the Trust in writing that it is contemplating this step. Such a notification must include a time period of not less than 28 days within which the Trust may submit a plan for addressing the Council's concerns, or may submit evidence which it believes demonstrates that those concerns are unfounded. The Council will give reasonable consideration to any submission made by the Trust during this period before serving notice of less than 12 months.

17.4 Schedule 6 sets out further commitments of the Partners about how they will cooperate if this Partnership Agreement comes to an end for any reason.

Part B: Legal and administrative issues

18. Data protection

18.1 The Partners acknowledge that for the purpose of this Agreement, they are each Data Controllers and agree to comply with their obligations under the Data Protection Legislation and abide by Schedule 5 (Information Sharing Agreement).

19. Freedom of information

19.1 The Partners acknowledge that each of them is subject to obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, and any successor legislation.

19.2 The Partners agree that they will each cooperate with each other if either Partner receives a request under either of these legislative frameworks, to respond to a request promptly and within the statutory timescales. This cooperation will include finding, retrieving and supplying information held, directing requests to the other Partner as appropriate and responding to any reasonable requests by the Partner receiving a request for comments or other assistance.

19.3 Any and all agreements between the Partners as to confidentiality shall be subject to duties under the 2000 Act and 2004 regulations. No Partner shall be in breach of Section 20 if it makes disclosures in accordance with the 2000 Act and/or the 2004 Regulations.

20. Confidentiality

20.1 Each Partner will respect the confidentiality of any information received from the other Partner which is provided in confidence, unless it has a legal obligation to disclose it to a third party.

20.2 Both Partners will comply with all legal duties and with best practice in maintaining the confidentiality of information about service users, and in sharing such information where there is lawful reason to do so.

21. Audit

21.1 The Trust will provide to the Council any reports about the Services reasonably required for the purposes of their audit on reasonable notice. The Partners will agree an annual audit schedule for the Services.

21.2 The Partners will 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 will implement recommendations arising from these inspections, where appropriate.

22. Insurance and liability

22.1 Each Partner will be liable for the actions of its own employees and agents, and will ensure that it is appropriately insured.

23. Complaints

23.1 Each Partner will follow its own complaints procedure in responding to any complaint arising from this Agreement or the provision of the Services. The Partners agree to assist one another in the management of complaints.

23.2 Each Partner will investigate under its own procedures any complaint which concerns only the actions of employees or agents of that Partner, and is made directly to that Partner.

23.3 The Trust will inform the Council of all complaints which it receives about the operation of the Services, and of its findings about such complaints. If a complaint about the Services operated by the Trust is initially made to the Council, the Council will ordinarily ask the Trust to investigate and respond, but may ask the Trust to involve an appropriate Council officer in the investigation, and may ask for the response to be agreed by the Council before it is finalised, so that the Council can assure itself that all issues raised by the complaint have been addressed to its satisfaction.

23.4 In any case where a complaint involves actions taken by employees or agents of both Partners, the complaints managers of both Partners will aim to agree how the complaint will be investigated and responded to.

23.5 The Partners will jointly co-operate with any investigation into complaints connected with the Services undertaken by the Local Government and Social Care Ombudsman or the Parliamentary and Health Service Ombudsman (or both of them).

24. Authorised Officers

24.1 The Council's statutory Director of Public Health and its statutory Director of Children's Services are Authorised Officers of the Council.

24.2 {*Trust to confirm*} are Authorised Officers of the Trust.

24.3 The Authorised Officers of either Partner identified above may at any time inform the other partner in writing of other officers who are also to be treated as Authorised Officers of that Partner for some or all purposes.

24.4 Wherever this Agreement provides that a matter must be agreed in writing by one of the Partners, that agreement must be given by an Authorised Officer of that Partner. Wherever it provides that one Partner may issue a notification or notice to the other, that notification or notice must be issued by an appropriate Authorised Officer of that Partner, and sent to all Authorised Officers of the other Partner.

24.5 Authorised Officers of each Partner will be responsible for ensuring that they act in compliance with any relevant governance requirements of their organisation.

25. Defined Terms and Interpretation

25.1 In this Agreement, except where the context required otherwise, the following words, terms and expressions shall have the following meanings:

"**Authorised Officers**" means the person notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner;

"**Confidential Information**" shall mean any information or data (of whatever nature and however recorded or preserved) of a confidential nature relating to other

Partner or its activities or the activities and affairs of its employees, agents, Service Users or relatives, under this Agreement.

"**Data Controller**" has the meaning set out in the Data Protection Legislation;

"**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the GDPR General Data Protection Regulation (Regulation (EU) 2016/679); and (b) any equivalent legislation amending or replacing the General Data Protection Regulation), the Data Protection Act 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (means the UK's supervisory authority in relation to information rights), in each case as amended or substituted from time to time;

"**Healthy Families Plan**" means the joint plan which applies to the Partners and any other plan known to incorporate the Outcomes;

"**Healthy Families Partnership Board**" means the Board which shall be the joint officer group responsible for the review of performance and oversight of this Agreement as set out in the governance arrangements in Schedule 4;

"**Personal Data**" shall have the meaning set out in the Data Protection Legislation;

"**Public Health Grant**" means the ring fenced grant amount determined and paid to the Council by or on behalf of the Secretary of State pursuant to Section 31 of the Local Government Act 2003 towards expenditure incurred or to be incurred by the Council in exercising its public health functions;

Schedule 1: The Services at the Commencement Date

(*This schedule will describe the Council's initial expectations about how the Services will be delivered as at the Commencement Date. Under Section 9.2 of the Agreement, in the period before a jointly-agreed Healthy Families Plan is in place, the Trust will seek agreement from the Council before making any changes which would be inconsistent with these expectations.*)

Schedule 2: Premises

{*This schedule will include details of any arrangements for the use of premises owned or leased by the Council which the Trust will be using. Currently there are not expected to be any such arrangements at the Commencement Date.*}

Schedule 3: Funding

Funding for the Services during the first three financial years will be as shown in the following table. In subsequent years, funding will be determined as set out in Section 11 of the Agreement.

Financial year	**Base funding**	**Additions**
2021/2 (half year)	£3,178,724	Half-year cost of 2021/2 NHS pay settlement One-off start-up costs to be agreed
2022/3	£6,357,447	Full-year cumulative costs of 2021/2 and 2022/3 NHS pay settlements
2023/4	£6,357,447	Full-year cumulative costs of 2021/2, 2022/3 and 2023/4 NHS pay settlements

Schedule 4: The Healthy Families Partnership Board

(A provisional board consisting of senior officers of the two organisations is currently in place, to oversee the consultation process, and the mobilisation of the partnership if that is confirmed. The terms of reference and membership of the Board after 1 October are expected to be a modified version of those of the provisional board.)

Schedule 5: Information sharing agreement

(*To be inserted*)

Schedule 6: Exit arrangements

(*This schedule will set out how the two organisations will cooperate to ensure continuity in delivery of the services and continuity for staff if the Agreement ends. This will be a high-level description of the principles which will apply rather than a detailed plan, since the circumstances in which the Agreement might end cannot be foreseen, and might, for instance, involve changes to the legislative framework within which the Services are provided.*)