



Public health services for children, young people and families

Partnership Agreement

DRAFT for consideration by Cabinet
meeting 25 August 2021

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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.)