

Public Document Pack
SOUTHEND-ON-SEA BOROUGH COUNCIL

Health & Wellbeing Board

Date: Wednesday, 8th September, 2021

Time: 6.30 pm

Place: Council Chamber - Civic Suite

Contact: Robert Harris

Email: committeesection@southend.gov.uk

A G E N D A

- 1 **Apologies for Absence**
- 2 **Declarations of Interest**
- 3 **Public Questions**
- 4 **Minutes of the Meeting held on Wednesday 9 June 2021** (Pages 1 - 4)
Minutes attached
- 5 **Health and Wellbeing Strategy 2021-2024** (Pages 5 - 50)
Report of Director of Public Health attached
- 6 **Pandemic Updates** (Pages 51 - 54)
Report of Director of Public Health
- 7 **Drug and Alcohol Treatment System Tender** (Pages 55 - 56)
Report of Executive Director (Children and Public Health) attached
- 8 **ICS Boundary Progress Update**
Verbal report of Executive Director (Adults and Communities) (no papers)
- 9 **Southend Healthwatch Update**
Report of Strategic Manager, Healthwatch Southend (to follow)
- 10 **A Better Start Southend Update** (Pages 57 - 74)
Report of Chair and Director, ABSS attached
- 11 **Better Care Fund** (Pages 75 - 120)
Report of Director of Public Health attached

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SOUTHEND-ON-SEA BOROUGH COUNCIL

Meeting of Health & Wellbeing Board

Date: Wednesday, 9th June, 2021
Place: Council Chamber - Civic Suite

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Present: Councillor C Nevin (Chair)
Dr J Garcia-Lobera (Vice-Chair),
Councillors S Buckley, M Davidson, T Harp, J Moyies and
C Mulroney

T D'Orsi, K Jackson, M Marks, T Forster and O Richards.

In Attendance: Councillor L Salter (observer – People Scrutiny Committee Chair)
R Harris and J Banks (ABSS)

Start/End Time: 5.00 pm - 6.45 pm

35 Apologies for Absence

Apologies for absence were received from A. Griffin, J. Gardner, S Dolling, Y. Blucher, A. Khaldi, P. Scott, J. Currell, J. Cripps and K. Ramkhelawon.

36 Declarations of Interest

The following declarations of interest were made:

(a) Cllr Salter – Minute 39 (Covid-19 Pandemic Updates), Minute 41 (ICS Boundary Review Update) and Minute 42 (Southend Healthwatch Strategic Priorities) – Non-pecuniary interest: Husband is consultant surgeon at Southend Hospital; daughter is a consultant at Basildon Hospital; Son-in-law is GP in the Borough;

(b) Cllr Harp – Minute 40 (A Better Start Progress Update) – Non-pecuniary interest: Non-pecuniary interest wife is employed by SAVS and he is a volunteer with SAVS: family friend employed in senior role at ABSS;

(c) Cllr Nevin – Minute 39 (Covid-19 Pandemic Updates) and Minute 41 (ICS Boundary Review Update) – Non-pecuniary interest: Employed at external NHS Trust; previous employment at Broomfield and Southend Hospitals; family members employed at Mid and South-Essex Trust hospitals and in the Trust's Estates Department; Group Director for Pathology at Mid and South Essex NHS Foundation Trust known to the councillor through previous employment.

(d) O. Richards – Minute 40 (A Better Start Progress Update) – Non-pecuniary interest: Employed by Family Action to run Healthwatch Southend, Family Action also run Children's Centres in the Borough.

37 Public Questions

There were no public questions at this meeting.

38 Minutes of the Meeting held on 8th March 2021

Resolved:-

That the Minutes of the Meeting held on 8th March 2021 be confirmed as a correct record and signed.

39 Covid-19 Pandemic Updates (Health Protection Board and Local Outbreak Plan Oversight and Engagement Board)

The Board considered a report from the Director of Public Health providing an update on the Covid-19 Local Outbreak Control Plan implementation of the national Pandemic Management Programme.

The Board asked a number of questions which were responded to by officers. In consideration of the report the Board commented on the vital importance of communication with the local population, particularly access to primary care.

Reference was also made to the mobile vaccination initiative and how this could be adapted for use by other services, e.g. healthchecks.

Resolved:

1. That the progress and ongoing implementation of the Local Outbreak Management Plan by the Local Health Protection Board and the Outbreak Control Oversight and Engagement Board, be noted.

2. That the key documents endorsed by the Health Protection Board, be noted.

40 A Better Start Progress Update

The Board considered a report from the Director, A Better Start Southend (ABSS), providing an update from the ABSS Chair on key developments since the last meeting.

The Board asked a number of questions which were responded to by the ABSS Director.

Resolved:

That the report be noted.

41 ICS Boundary Review Update

The Board received an update from the Executive Director (Adults and Communities) on the Integrated Care System Boundary Review and associated matters, which included:

- Proposals in the Health and Care White Paper to make Integrated Care System a statutory function which will require new governance arrangements;
- There was ongoing dialogue and discussions. Views being sought on two options: (1) no change and continue as Mid and South Essex) and

(2) Reconfigure on a geographic boundary with Southend, Essex and Thurrock.

- Emphasised that this would be a change at the strategic level not the provision of services.

The Board asked a number of questions which were responded to by officers.

Resolved:

That the update on progress with the ICS Boundary Review, be noted.

42 Southend Healthwatch Strategic Priorities

The Board considered a report of the Strategic Manager, Healthwatch Southend, providing an overview of the current priorities and strategic direction of Healthwatch Southend and sought the views of the Board on the priority areas for the next 12 to 18 months.

The Board discussed the potential priorities for the next 12-18 months and stressed the need for trends analysis to identify gaps and barriers and produce SMART and deliverable outcomes.

Resolved:

That a further report be provided covering the trends, gaps and barriers for focussed activity over the next 12-18 months.

43 Future Dates 2021/22

Wednesday 8th September 2021 at 5pm

Thursday 2nd December 2021 at 5pm

Monday 7th March 2021 at 5pm

Chair: _____

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8Southend Health & Wellbeing Board

Krishna Ramkhelawon, Director of Public Health,
Southend Borough Council;

to
Health & Wellbeing Board
on
8th September 2021

Report prepared by:
Kevin Read, Leisure Contracts and Development Manager
(Physical Activity & Wellbeing Lead),
Southend Borough Council

Agenda
Item No.

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For discussion		For information only	Approval required	X
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Health and Wellbeing Strategy 2021-2024

1 Purpose of Report

The purpose of this report is as follows:

- 1.1 To provide the Board with the new Health and Wellbeing Strategy covering three years – 2021-24 and the high level Action Plan.
- 1.2 To gain approval from the Board, for the strategy to be put in place and commence.

2 Recommendations

- 2.1 The Health and Wellbeing Board is asked to review this new Strategy and Action Plan provided.
- 2.2 For the Board to endorse the Strategy to be fully initiated, which will be delivered through an annually updated Action Plan.

3 Background & Context

- 3.1 The Southend Physical Activity Strategy 2016 to 2021 recently ended. This strategy provided a framework and action plan to support the long term vision for Southend to be a healthier, more active borough.
- 3.2 In 2018, the previous Health and Wellbeing Strategy was extended to cover 2017-2021, with a view that this new refreshed Strategy will be initiated by April 2021. This was delayed due to the response to the pandemic.
- 3.3 The NHS commissioning and service delivery landscape has seen significant development over the past three years, leading to the creation of the Mid and South Essex STP and from April 2022, the new Integrated Care System will replace the CCGs with key prevention priorities around (1) reducing Smoking (2) minimising the misuse of Alcohol (3) tackling the challenge of Obesity (4) reducing poor Air Quality and (5) managing Antimicrobial resistance.
- 3.4 The new South East Essex Alliance, which covers the area of Southend-on-Sea, CastlePoint and Rochford will play a vital role in the local delivery of health and wellbeing and has been developing a new Place Plan.
- 3.5 There is growing recognition that health inequalities are widening, and now exacerbated due to the impact caused by covid.
- 3.6 A proportion (41,685) of the borough's population live in neighbourhoods which according to the Index of Multiple Deprivation (IMD) 2019 are ranked among the most deprived 20% in England.
- 3.7 One of the major health inequalities for Southend is the contrast in life expectancy, between those living in the most deprived wards and the more affluent wards. There is a ten year gap in life expectancy.
- 3.8 The other major health inequality for Southend is the contrast in healthy life expectancy, between those living in the most deprived wards and the more affluent wards. There is a sixteen year gap in healthy life expectancy.
- 3.9 Physical inactivity is the fourth largest cause of disease and disability and is directly responsible for 1 in 6 deaths in the UK. The latest data from Public Health England highlights that 27.6% of adults in Southend are inactive, undertaking less than 30 minutes of physical activity a week. This puts them at a greater risk of developing a number of conditions including heart disease, cancer, obesity, diabetes, depression and dementia.
- 3.10 Inequalities are widening in excess weight, obesity and severe obesity across all ages and genders. Action across the child life course is essential to impact childhood obesity and enable positive behaviour change around exercise and other aspects of health. Children living with obesity are more likely to be obese in adulthood and thus increase the risk of obesity for their own children later in life.
- 3.8 9.1% of children in reception year within the borough are obese or severely obese. 19.5% of children in year 6 within the borough are obese or severely obese.

- 3.9 18% of people within the borough have a limiting long-term illness in Southend-on-Sea.
- 3.10 The coordinated work of The Council links with strategic and operational need, along with Southend 2050, to address some of the consequential impact on the health and wellbeing of our residents and in aligning with the NHS long-term plan.

4 Health and Wellbeing Strategy Update

- 4.1 The draft Health and Wellbeing Strategy for Southend was publicised on the Your Say Southend portal between Tuesday 19 January and Tuesday 2 March 2021. The portal provided a short survey for people to complete. The survey focused on the suggested priorities and associated actions. A summary of the consultation results were presented at this Board in March 2021.
- 4.2 All feedback was reviewed. The strategy was updated accordingly, with further feedback received from partners by the end of July 2021.
- 4.3 Appendix 3 shows the high level Action Plan. This will ensure the impact is evaluated using both qualitative and quantitative data.
- 4.4 The Board will be provided with updates on the delivery and impact of the strategy twice a year.

5 Reasons for Recommendation

- 5.1 To help improve the health and wellbeing for people within the borough. A healthier population will reduce demands on services and provide a healthier workforce to contribute to the economic prosperity across Southend.
- 5.2 To try and reduce the health inequalities that exist within the borough working with neighbouring authorities.
- 5.3 Prioritisation of the Action Plan, to enable a focused use of resources to deliver the strategy.
- 5.4 To report on future work arising from the Action Plan, as well as successes, challenges and opportunities.

6 Financial / Resource Implications

- 6.1 It is anticipated that as much of the strategy and action plan as possible will be delivered within existing resources, and in collaboration with a range of partners.

7 Legal Implications

- 7.1 None at this stage.

8 Equality & Diversity

- 8.1 This strategy is population wide and aims to ensure that everyone, who lives, works, studies and travels within the borough, has the opportunity to experience a healthier Southend.

**Southend-on-Sea
Health and Wellbeing Strategy
2021 to 2024**

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Preface

Through consultation with a wide range of partners and stakeholders, I am delighted to introduce the Health and Wellbeing Strategy for Southend on Sea. The definition of health incorporates the various components of a person's mental and physical condition. Wellbeing is defined as a state of being comfortable, healthy and happy. This strategy will consider how we can influence the wider determinants of health and wellbeing, which includes the social, economic and environmental conditions that influence the health of individuals and populations. This strategy will address some of these causes over the next three years, as well as outline our priorities. Within our strategy, we describe the challenges we face, but also describe some of the opportunities too. We know that, within Southend, despite the challenges, our strong partnerships and commitment to working together means we are well placed to deliver sustainable, long-term improvements. Together, we will protect people and help them to live longer in good health.

Councillor Cheryl Nevin

Chair of Southend Health and Wellbeing Board

The implementation of the recent Physical Activity Strategy for Southend 2016 - 2021, has been instrumental in bringing partners together and in raising our approach to better support the local communities. However, it is clear that we have a lot more to do, hence a broader focus through this new strategy. When we think about good health, it is easy to think about our NHS and the care we get through hospitals and general practitioners. The NHS on its own cannot improve the health of the nation.

Furthermore, the combination of the increasing prevalence of complex health needs and increased demand is causing unsustainable pressures on the service, leaving the population without sufficient support to be more resilient. Cross sector commitment, which supports residents to take responsibility for their health and wellbeing is required. We must also acknowledge the ongoing financial pressures and the consequences of dealing with the coronavirus pandemic and life thereafter. In addition, we need to continue providing targeted health and wellbeing themes, for those most in need. We must change the culture, mobilise our collective leadership and work more effectively hand-in-hand with local communities, so better health outcomes can be achieved for the people of Southend. We have already made great strides in our collaboration in managing the pandemic and in the development of a shared health and wellbeing digital information, advice and guidance platform – Livewell Southend.

We can only make further in-roads, through our joint approach and commitment. Whilst partnering is crucial in delivering our vision, we have a responsibility to collaborate in delivering the NHS long-term strategy and the Southend 2050 outcomes, all informed by the Joint Strategic Needs Assessment (JSNA) and the Annual Public Health Report. To achieve the vision, our work will be to support the delivery under seven key priorities, as identified within this strategy. The alignment of organisational priorities and actions will serve to advance local service development and shared outcomes.

We hope that this Health and Wellbeing Strategy will generate a genuine sense of ownership as part of our collaboration to achieve a healthier Southend.

Krishna Ramkhelawon

Director of Public Health, Southend-on-Sea Borough Council

1: Vision

The unexpected arrival of the coronavirus pandemic has altered our ways of thinking and will have exacerbated the inequalities across our communities. This has sharpened our resolve to help with recovery and refocus our collective approach in supporting this mammoth task. From supporting enormous backlog in healthcare recovery, to reshaping the fragile care market, to the wider health and wellbeing recovery. Our vision needs to both embrace this recovery work whilst adapting to new ways of operating our 'business as usual':

- To support and enable the people of Southend to have the best possible physical and mental health, wellbeing and quality of life.
- To promote good healthcare, to enhance health and wellbeing across the life course: starting and developing well, living and working well, and, ageing well.

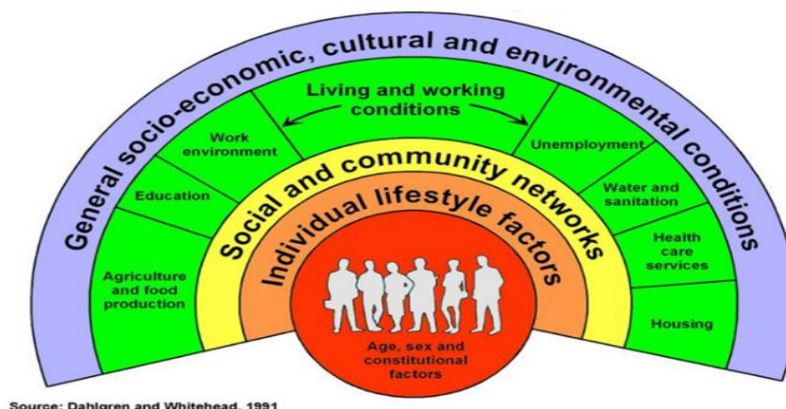
2: Outcomes

- Through good healthcare, to help people live longer and thrive in good health, for more years.
- To reduce health inequalities (including healthy life expectancy) between the most and least disadvantaged communities in the borough.
- For mental health and wellbeing to have the same priority as physical health.

3: Principles and ways of working

Delivering improvement in health and wellbeing requires us to consider the impact we can have collectively on the wider determinants of health:

Wider determinants of health



The following broad principles and ways of working underpin the delivery of this strategy:

- Life-course approach.
- Prevention and early intervention.
- Addressing social and health inequalities and the wider determinants.
- Promoting healthy lifestyles and self-care.
- Community and asset based approach with active community engagement and co-production - applying the Asset Based Community Development (ABCD) approach¹
- Place based approach - integration and partnership working to meet the unique needs of individual localities.
- For professionals to be fully trained, competent and understand the inequalities in health to address better outcomes for everyone.

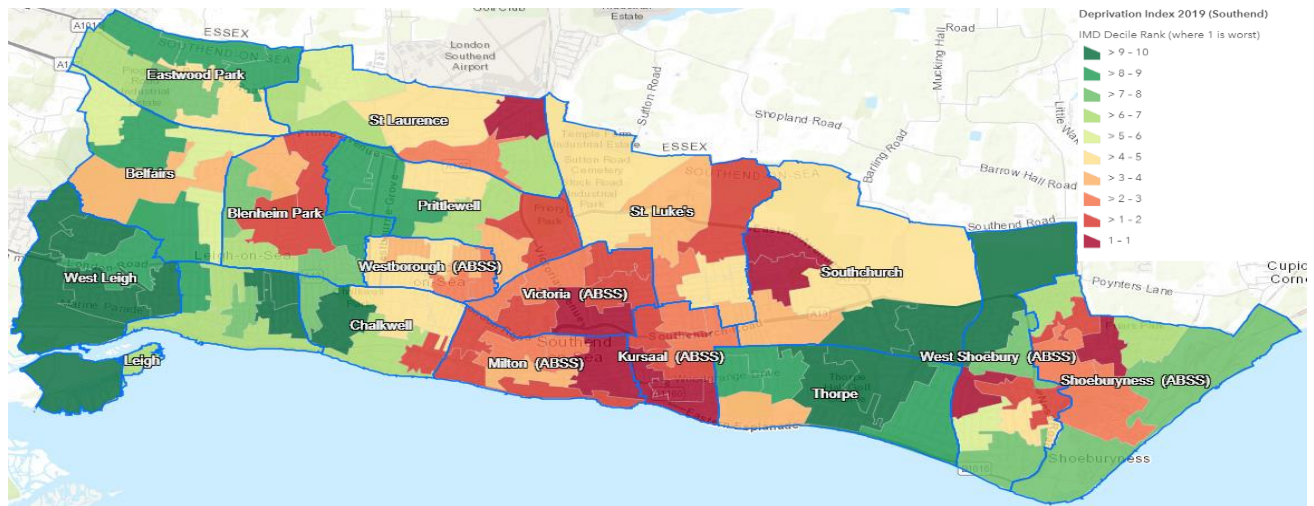
¹ What is asset-based community development (ABCD)? <https://sustainingcommunity.wordpress.com/2013/08/15/what-is-abcd/>

- Use of high quality data and evidence to support strategy and delivery – led by the local Population Health Management approach.
- Use of new technology.

4: **The Challenges**

Health inequalities

There are marked social and inequalities between different wards in the borough, which will be exacerbated by the unexpected coronavirus pandemic. Life expectancy is 10.5 years lower for men and 9.4 years lower for women in the most disadvantaged areas of Southend-on-Sea than in the least disadvantaged areas. This is significantly worse than the England average.² Areas marked in dark red are amongst the most 10% disadvantaged areas in England.



Maintaining an effective and sustainable health and social care system

NHS organisations working together, with their local partners, as an ‘Integrated Care System’, will plan and deliver services which meet the needs of their communities - person-centred, integrated and with a focus on prevention and addressing health inequalities.³

Meeting the needs of a growing population

The borough’s population in 2019 was around 183,000. This is projected to grow to 203,000, in the next 10 years, by 2031. This will place significant additional demand on services and infrastructure.⁴

Meeting the needs of both an ageing population, and a high proportion of young people

As well as the increase in the borough’s population, the age profile of Southend is changing, with a growing number of older people, and a significant proportion of population aged 0 -19 years. The proportion of the population who are of working age is projected to decrease by 3% by 2031 while the over 65 population is projected to increase by 4%.

Addressing digital inequalities

Digital inequalities are an increasing priority locally and nationally, as the NHS, wider health and care system and other public services are committed to deliver information and services digitally

² Public Health England (2020) Local Authority Health Profile 2019 Southend-on-Sea
<https://fingertips.phe.org.uk/static-reports/health-profiles/2019/E06000033.html?area-name=Southend-on-Sea>

³ Mid and South Essex Health and Care Partnership (2020) 5 Year Plan for Improving Health and Care
<https://www.essexcommunityfoundation.org.uk/wp-content/uploads/2020/12/Mid-and-South-Essex-Health-and-Care-Partnership-5-Year-Strategy.pdf>

⁴ Annual Public Health Report for Southend 2019
<https://www.southend.gov.uk/health-wellbeing/director-public-health-annual-report>

where appropriate. However, many people who could benefit from digital services lack basic digital skills or do not use digital technology.⁵

Meeting the needs of an increasing number of people living with long-term chronic health conditions and multiple long-term conditions

Personalised, proactive, and holistic planned care and services can help people with long term conditions manage their condition, improve their independence, health and wellbeing, and quality of life, as well as slowing progression of disease and preventing emergency admissions.

Meeting the needs of adults with a learning disability

Many adults with a learning disability are dying prematurely. Supporting them to access the annual health check and other preventative services such as screening and immunisation.

Meeting the needs of an increasing number of people living with dementia and supporting their families and carers

Dementia is a long term, progressive condition associated with complex needs and, especially in the later stages, high levels of dependency and morbidity. The recorded dementia prevalence amongst people aged 65+ registered with a Southend GP was 5.08% in 2020⁶. This is higher than England (3.97%) and the East of England (3.95%). The number of people with dementia is expected to grow rapidly over the next several decades.

Addressing the local statistics on the health of our population

This includes, health protection and immunisation, health improvement challenges, health checks and harm prevention.

5: Opportunities and assets

As a unitary authority, the Council has greater autonomy in its strategic decision making, with the ability for greater innovation and targeted intervention for the borough's residents.

a) Southend 2050 - a shared vision of the future

The Council has a shared vision of the future - the Southend 2050 ambition, 5 themes, a number of outcomes and delivery roadmap (**see appendix 1**).

b) Clear COVID-19 recovery priorities

As we progress through the current COVID-19 pandemic, The Council has developed 6 political recovery priorities for Southend. These have been developed to establish the key considerations that should factor in future planning for Southend under the 2050 ambition.

The 6 recovery priorities are:

- Economic focus on a stronger and safer town
Southend rebuilds and supports a local economy and social infrastructure that recognises recent challenges but is clear about the ambition for the future.
- Green city and climate change
An ambitious place that is committed to the climate emergency, and takes steps towards making sustainable, long lasting and far reaching impacts across Southend.
- Travel and transport

⁵ NHS Digital (2019) Digital inclusion guide for health and social care

<https://digital.nhs.uk/about-nhs-digital/our-work/digital-inclusion>

⁶ Public Health England (2021) Fingertips Dementia Profile

<https://fingertips.phe.org.uk/profile-group/mental-health/profile/dementia>

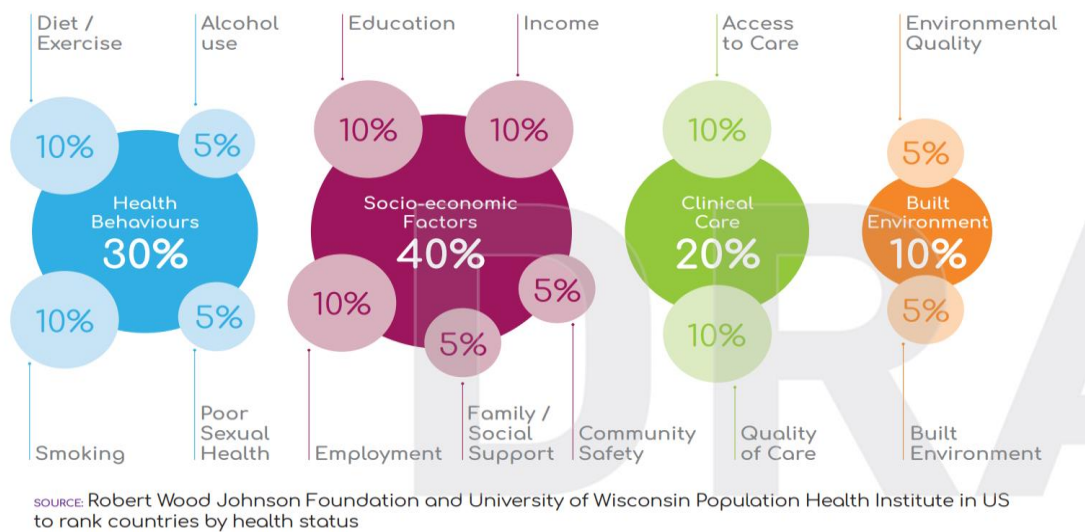
Understanding the need to move in, out and around Southend, our travel and transport infrastructure will address the present challenges and look to future options that support Southend’s green city ambitions.

- People and communities
Working with communities to find solutions in response to local issues.
- Major projects
Delivering on key pieces of work that strongly position Southend socially, environmentally, and economically for the future.
- How The Council learns and recovers as an organisation
A proactive and forward-thinking council that adapts, responds and reshapes to current challenges, that future-proofs with the delivery of quality services.

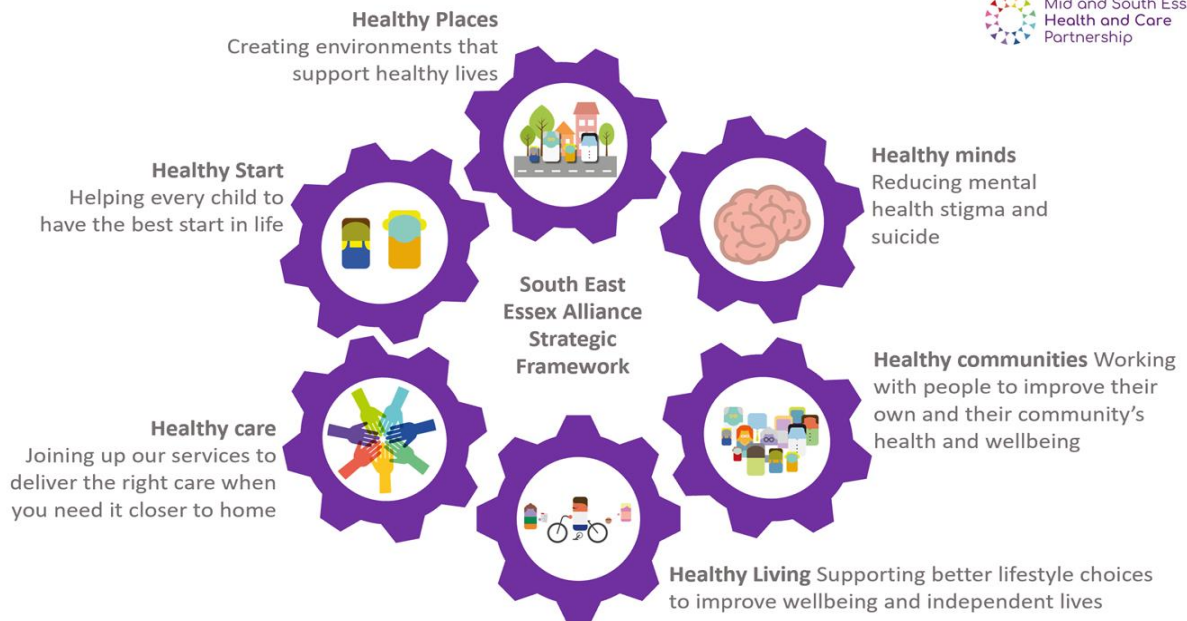
c) The Mid and South Essex Health and Care Partnership

The Mid and South Essex Health and Care Partnership is a partnership of all the NHS organisations and councils that are responsible for health and wellbeing and the three Healthwatch organisations for mid and south Essex.

The partnership has a vision to ensure that residents are well informed to make a choice and have control over their health and wellbeing. They will enable easy access to integrate health and care provision, delivered to reduce health inequalities with the broader partnership embracing the population health management approach and giving due consideration to the proportion impact of the wider determinates on health and wellbeing:



The Health and Wellbeing Strategy is aligned with the Mid and South Essex Health and Care Partnership Strategy (**see appendix 2**). This is to ensure that their priorities listed below are achieved. This strategic framework will guide the development of the Integrated Care System (ICS) and the South East Essex Alliance’s Place Plan:



Reducing health inequalities

Ensuring skilled mental health and social care support, to enable self-care and prevention through population health management. Identifying specific needs of our south east Essex population, including all neurodivergents (differing in mental or neurological function), to help tackle the health inequalities.

Transformation

The following dedicated improvement programmes will operate:

- ❖ Reducing the readmission rate for south east Essex residents.
- ❖ Providing children, young people and adults with early and appropriate mental health interventions, which take into account the specific need relevant to neurodiversity.
- ❖ Embed home first ethos.
- ❖ Ensuring good access to support for people with common mental health problems, to meet the higher demand for mental health support post COVID-19.

Primary Care and Primary Care Networks

Primary care is the provision of integrated, accessible health care services by clinicians, who are accountable for addressing a large majority of personal health care needs.

Primary care networks (PCNs) are groups of GP practices working closely together in partnership with community, mental health, social care, pharmacy, hospital and voluntary services in their local area. PCNs form the vehicle for delivering collaborative working amongst front-line staff.

PCN's will also address the wider health of their population, taking a proactive approach to assessing the needs of their local population and managing population health. PCNs and the broader integration of health and care services in the Integrated Care System offer an opportunity to move from a medical model of care to a whole system that embraces a holistic, preventative and social approach to supporting people

with all aspects of their health and wellbeing with a focus on reducing health inequalities.⁷

This, and the move to more person-centred care will see PCNs be the launch pad for whole system delivery, enabling shared decision making with anyone who has a health, care or social need, and allowing personalised care and support planning for those living with a long-term health condition. Through these principles, PCNs will enable improvements in self-care and links between individuals and other non-medical interventions through social prescribing.

The Primary Care Strategy ensures the enhanced role of primary care within mid and south Essex. The strategy will guide the strategic and operational development of Primary care, and Primary Care Networks and emphasise their importance as part of the wider health and care system.

Health service reform and health and care integration

The NHS and its partners in mid and south Essex were formally designated an Integrated Care System (ICS) in March 2021 and following planned legislative change will become fully operational in April 2022.

The government has published a Health and Care bill, detailing how it will reform the delivery of health services and promote integration between health and care.⁸ The proposed legislative change will create statutory ICSs by April 2022 and clarify roles and responsibilities between health and care organisations. ICSs have four key purposes:

- Improving outcomes in population health and healthcare.
- Tackling inequalities in outcomes, experience and access.
- Enhancing productivity and value for money.
- Supporting broader social and economic development.

The ICS will be made up of two parts with distinct statutory functions:

- Integrated Care Boards (ICBs) - responsible for commissioning, including ambulance and nursing services, and some dental services and primary care services. Clinical Commissioning Groups (CCGs) will be legally abolished, and the statutory ICBs will take on many of the current functions of CCGs. ICBs will also have legal duties, including to reduce inequalities, improve quality, maintain patient choice and promote integration.
- Integrated Care Partnerships (ICPs) - ICBs and local authorities to establish an ICP. Each ICP must then create an integrated care strategy involving people who live in the partnership's area with a focus on influencing the wider determinants of health and broader socio-economic development.

Other key ICS features are:

- Place-based partnerships between the NHS, local councils and voluntary organisations, residents, people who access services, carers and families – these partnerships will lead design and delivery of integrated services.
- Provider collaboratives, bringing NHS providers together across one or more ICSs, working with clinical networks and alliances and other partners, to secure the benefits of working at scale.

⁷ Mid and South Essex Health and Wellbeing Partnership (2021) Primary Care Strategy – to be published

⁸ House of Commons (2021) Health and Care Bill

<https://bills.parliament.uk/bills/3022>

d) NHS organisations, local authorities and the voluntary and community sector in mid and south Essex have made a commitment to developing as ‘anchor institutions’

An anchor institution⁹ is one that, alongside its main function, plays a significant and recognised role in a locality by making a strategic contribution to the local economy.

The Southend organisations that form part of the Mid and South Essex Health and Care Partnership have signed a charter recognising their role as anchor institutions and committing to further support the wellbeing of local communities.

Using the anchor charter¹⁰ and a shared approach they will work to:

- Target inequalities.
- Create the conditions to attract local investment and economic growth.
- Increase educational aspiration and attainment among children and adults.
- Offer local employment opportunities.
- Address discrimination in all its forms.
- Create a culture of diversity and inclusion - ensuring equality of opportunity for all.
- Lead the way in supporting the health and wellbeing of our workforce and our residents.
- Address concerning trends such as lowering aspirations of young people, and health disparities exacerbated by COVID-19.

e) A strong and vibrant voluntary, community and social enterprise sector

We are fortunate to have a strong and vibrant voluntary, community and social enterprise sector, supported by Southend Association of Voluntary Services (SAVS). They continue to lead with partners our drive to improve health and wellbeing and deliver health, care and support services. Independent local organisations and charities are supported, to develop system scrutiny and challenge as necessary, to ensure constant improvement with services.

SAVS are supporting us to instil more community development in our joint endeavours and continue to help mesh together the complex web of this sector. Schemes such as Community Connectors, Parent Champions and the Social Prescribing Link Workers are setting the foundation for enabling co-production and community ownership, acting as a vital bridge in our stewardship with local communities.

f) Well established existing partnerships

In addition to the Health and Wellbeing Board, there are several well-established partnerships, which enhance our ability to improve health and wellbeing and address inequalities. These include (not an exhaustive list):

- Mid and South Essex Health and Care Partnership / Integrated Care System
- South East Essex Alliance
- Primary Care Networks
- A Better Start Southend (ABSS)
- Essex Transforming Care Partnership
- Southend Safeguarding Partnership
- Southend Community Safety Partnership
- South East Local Enterprise Partnership

⁹ The Health Foundation (2019) Building healthier communities: the role of the NHS as an anchor institution
<http://tracker.health.org.uk/publications/reports/building-healthier-communities-role-of-nhs-as-anchor-institution>

¹⁰ Mid and South East Essex Partnership (2021) Charter for the Mid and South Essex Partnership of Anchor Institutions
<https://www.mse.nhs.uk/download.cfm?doc=docm93ijjm4n1385.pdf&ver=2308>

- Southend Business Partnership

g) A commitment to co-design and co-production with our residents and communities

The Southend 2050 ambition, outcomes and delivery roadmap was developed through investment in substantial engagement and co-design with stakeholders and communities. Our partners have also adopted this approach, acknowledging the importance of involving local people in the decisions about what support and services will make a positive difference to their lives.¹¹ The South East Essex Alliance / ICS's Place Plan is also setting clear parameters in how they will further embrace this commitment. A range of co-production initiatives, enabled through partnership work between ABSS, SAVS and The Council have been underway during the last 2 years. These have generated much interest from local organisations and residents.

The wide community goodwill that we have experienced in our fight with the coronavirus pandemic, should be harnessed to ensure our residents can better own their health and wellbeing and contribute positively to some of our environmental challenges (built or natural) and in better informing socio-economic developments.

h) Assets

Southend has considerable infrastructure and community assets which can contribute to improvements in health and wellbeing. These include:

- Good transport infrastructure and links including Southend Airport.
- High quality parks and green spaces.
- Sport and leisure facilities.
- Seven miles of coastline with clean beaches.
- High quality arts and heritage, including museums, art galleries, theatres and cinemas.
- Attractive planned improvements to the town centre including the Better Queensway and other new developments.
- Excellent schools, colleges and a University of Essex campus.
- High quality healthcare - 25 GP practices, an acute hospital with satellite clinics, community and mental health services.
- Range of community associations, third sector and membership organisations.
- A Better Start Southend £40m Big Lottery Funding to improve the lives of Southend's younger families.

However, we will need to continue to influence how we can improve these especially as the new Local Plan will be setting out future housing growth. We will need improved local infrastructures, encourage people to look after our environment and making better use of our recreational facilities. More is required to further enhance our children's outcomes (such as positive parenting, educational achievement and economic opportunities).

¹¹ NHS England and NHS Improvement and Coalition for Personalised Care (2020) A Co-Production Model
<https://coalitionforpersonalisedcare.org.uk/resources/a-co-production-model/>

6. Our priorities

Our priorities have been developed by,

- Identifying key health and wellbeing issues from evidence and health intelligence and key local documents including the Annual Public Health Report¹², Joint Strategic Needs Assessment¹³, and local health profiles.¹⁴¹⁵
- Consulting with a wide range of partners and stakeholders, including the community panels.
- Consulting with the local community using the Your Say Southend platform.

Seven priorities have been identified as part of this strategy. Within the priorities section below, there are a number of actions, to help us achieve our priorities.

We will collectively review our priorities throughout the life of the strategy. The priorities chosen are those which will make the biggest positive impact on people's lives and help with the recovery from the pandemic. Many of these will be delivered through a number of local partnerships and delivery groups (some of which have been highlighted in section 5e above) and we will ensure optimisation across these partnerships.

Priority One: Health inequalities

Improving health outcomes by addressing and reducing variation within the wider determinants of health (education, housing, employment and income).

Actions:

- Working with partners in the Mid and South Essex Anchor Programme to develop The Council and NHS organisations as 'anchor institutions', maximising their impact on the local economy and community. Specifically, this will include the following:
 - Widening access to good quality employment and being a good inclusive employer adopting sustainable practices and reducing environmental impact.
 - Purchasing services and goods from more local sources and embedding social value in purchasing decisions.
- Targeting key population groups
 - Older people
 - Carers
 - Residents with disability, learning disability and mental health needswho may have socio-economic disadvantage and / or social isolation by co-producing social care strategies to address their needs including employment and housing.
- Working with partners in the South East Essex Alliance to address key themes – population health and health inequalities, sustainability and locality development. The

¹² Southend-on-Sea Borough Council (2020) Southend-on-Sea Annual Public Health report 2020 – *to be published*

¹³ Southend-on-Sea Borough Council (2020) Southend-on-Sea Joint Strategic Needs Assessment(JSNA) – *to be published*

¹⁴ Public Health England (2019) Southend-on-Sea Local Authority Health Profile 2019
<https://fingertips.phe.org.uk/static-reports/health-profiles/2019/E06000033.html?area-name=Southend-on-Sea>

¹⁵ Public Health England (2021) Southend-on-Sea Child Health Profile 2021
<https://fingertips.phe.org.uk/profile/child-health-profiles/data#page/13/ati/302/are/E06000033>

partners recent priorities have included joint work on rough sleepers, seasonal influenza, COVID-19 response, care homes and staff health and wellbeing.

Priority Two: Effective Partnering

Partnerships work in a coordinated way to ensure system alignment, shared resources and focus on co-production, to make Southend a healthier place.

Actions:

- For Southend to continue to work closely with Essex County Council, Thurrock Council and the 12 local district councils as part of the greater Essex system.
- For Southend to continue to be an active partner in the Mid and South Essex Integrated Care System, working with the NHS and its partners to:
 - Ensure a strategic whole system approach to meeting the health and care needs across mid and south Essex.
 - Coordinate services and the delivery of the vaccination programmes.
 - Facilitate population health improvement through an effective population health management programme.
- Address the wider determinants of health by assisting local groups and organisations to include consideration of health, equity and sustainability as a standard part of their decision-making processes.¹⁶ There is a strong focus on prevention in this approach, but it is also a way of ensuring quality services for those with complex needs.
- Co-ordinate use of community champions, volunteers and ambassadors to improve understanding of the needs of local groups and communities, engage with marginalised or vulnerable groups, and promote health and wellbeing information and services. They may also assist with opportunities for co-production in system and service design.
- Ensure system alignment and shared resources for targeted work to address health inequalities.
- Improve equality and equity of access to services and support through the use of information and digital resources.
- Work together to coordinate and implement the restoration, recovery and renewal responses to the COVID-19 pandemic.
- Work together, under the guidance of the Health Protection Board, to prepare resilience plans for further waves of COVID-19 or future pandemic disease.
- Collaborate and share evaluation, case studies and good practice.

¹⁶ Local Government Association (2016) Health in All Policies: a manual for local government
<https://www.local.gov.uk/sites/default/files/documents/health-all-policies-hiap--8df.pdf>

Priority Three: Accessible Services

Ensure health services are designed to be as accessible as possible for users, identifying, reducing and removing barriers to access.

Actions:

- Embed a culture of co-design and coproduction across Southend's agencies and organisations, to help promote services and make them more accessible.
- Prioritise prevention and early intervention work to prevent disease or injury. Individual staff to 'make every contact count' (MECC) and to signpost to services and sources of support.
- Reduce the impact of long-term health conditions, through different health initiatives which help people manage their conditions.
- Improving access to sexual health services and providing opportunities to reduce teenage pregnancies.
- Include social prescribing in the health and wellbeing offer (moving to include self-referral), so that residents are supported to access community organisations.
- Work together to understand the impact of COVID-19 on people and communities, to establish priorities and actions so that everyone is able to access the services available.
- Ensure people with dementia are supported and receive the appropriate services in an appropriate and easily accessible manner.
- Through partnership working, to support residents to act and look after their mental wellbeing and reduce the numbers of death by suicide.
- Work strategically with partners to ensure that targeted work is carried out around suicide and harm prevention, particularly with groups that are a higher risk.
- To ensure harm reduction services are available to those that need them, quickly and appropriately.
- Ensure people with learning disabilities, autism and all neuro-divergent challenges, are supported and receive the appropriate services; improving the uptake of learning disability health checks, implementing the recommendations of the new autism strategy and delivery of the learning disabilities mortality review programme (LeDeR) recommendations.¹⁷
- Provide easily accessible and appropriate weight management pathways and programmes for adults and children to meet the needs of different population groups. These should include advice on diet, nutrition, lifestyle and behaviour change and a more accessible universal offer to promote healthy weight.
- Ensure and prioritise legal compliance with stakeholders and identify budgetary issues which may be obstacles to the provision of legally compliant and safe statutory services.

¹⁷ NHS England (2021) Learning from lives and deaths – People with a learning disability and autistic people (LeDeR) policy 2021
<https://www.england.nhs.uk/publication/learning-from-lives-and-deaths-people-with-a-learning-disability-and-autistic-people-leder-policy-2021/>

- Continue and improve joint delivery of the Transformation Plan for the Emotional Wellbeing and Mental Health of Children and Young People in Southend.
- Continue to ensure that everyone has access to a good level of education. In doing so, help set the appropriate patterns of health and wellbeing, in which people can thrive.
- Deliver targeted health and wellbeing programmes and statutory NHS services for children and young people that have partial or no access to mainstream education, ensuring that those with special educational needs and disabilities (SEND) receive appropriate care and support to help them thrive.
- Strengthen community safety and build community resilience, with a particular focus on people with potential vulnerabilities, such as older people, children and young people and those with physical or sensory impairments; reducing the fear of crime and criminality.
- Provide and signpost parents to useful resources and support, to help with the challenges of parenting and enable better family outcomes.
- Improve the identification and management of individual health priorities, to enable people to manage their own health, and improve their quality of life.
- Identify, reach and give appropriate support to people experiencing social isolation and loneliness. Support may include help to build and improve social connection and / or improve independence, signposting to services and activities e.g. befriending or buddying schemes, educational, cultural and social activities, or community engagement activities like volunteering.¹⁸
- Ensure the mental health and wellbeing needs are met appropriately for children and adults with autism, learning disabilities and mental health (neurodivergent).
- For learn to swim opportunities to be made available for every child, as part of their education.

Priority Four: Workforce Development

Skilled workforce to support the borough's health and wellbeing needs.

Actions:

- To support and develop the care market, to help people access the appropriate services in the community, to enable them to remain independent for as long as possible.
- Provide MECC training for the health and social care and wider public sector, business and third sector workforce, to empower them to use day to day interactions to support people make positive changes for their health and wellbeing.
- Develop workforce plans to improve recruitment and retention in health and care sectors and support high quality service delivery. Understand the impact on staff of delivering services during the COVID 19 pandemic and plan support for their recovery.

¹⁸ Local Government Association (2016) Combatting Loneliness: A guide for local authorities
https://www.local.gov.uk/sites/default/files/documents/combating-loneliness-guid-24e_march_2018.pdf

- Improve workplace health by supporting local employers across the borough to be ethical and person-centred, providing training, progression and development opportunities, and prioritising staff welfare.
- Re-skilling and upskilling the local workforce to ensure it remains responsive to existing and future challenges and to changes in working practice and service delivery.
- Promote the positive health and wellbeing benefits of employment, volunteering and community involvement.
- Continue to engage with volunteers, to aid with the health and wellbeing needs.
- Support health and care providers to train their staff to deliver personalised care and brief interventions (making every contact count) to improve client outcomes and experience.
- Continue to promote sport and leisure leadership and volunteering opportunities for children and young people.

Priority Five: Spatial Planning

Use active environment design and spatial planning, so that the places and spaces in Southend encourage and facilitate activity in everyday life, making an active lifestyle as easy as possible.¹⁹²⁰

Actions:

- Use active environment design and spatial planning principles to support healthy lifestyles.
- Maintain and develop safe spaces for play, sport and social interaction, accessible for all.
- Create multi-functional space, for example, use cultural spaces for people to access the arts and heritage, in doing so increase their physical activity.
- Develop integrated active travel networks, which are, safe, connected, signposted walking and cycle routes.
- Plan for extra care and other specialist housing needs for people at all stages of their lives.
- Make better use of our existing natural and built environments to encourage healthy lifestyles for all.
- Continue to avoid or mitigate air, noise, water, soil pollution and flood risk, so our surroundings are clean and green.

¹⁹ Public Health England (2018) Spatial planning for health; An evidence resource for planning and designing healthier places
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/729727/spatial_planning_for_health.pdf

²⁰ NICE (2018) NICE guideline NG90 Physical activity and the environment
<https://www.nice.org.uk/guidance/ng90>

Priority Six: Information and Digital Resources

Ensure all residents can access clear and consistent information and services.

Actions:

- Help people improve resident's digital skills and stay safe when using online services.
- Support the delivery of the Southend Digital Inclusion Workstreams, including targeted work to address digital inequality – people who have limited or no digital access and skills.
- Ensure information, advice and resources are available in various formats and languages, including digital, to make services more accessible. Continue to provide suitable alternatives, for those that do not have access to digital services.
- Following new ways of operating, we need to ensure that face-to-face contact is utilised, as appropriate, for more effective outcomes.
- Continue the development of digital information and resources to help make health and care delivery more personal, convenient and secure.
- Maximise IT optimisation between partner agencies, which can deliver more effective digital solutions, increase the availability of digital devices and improve the connectivity between systems.
- Continue to grow and co-design the Livewell Southend website, to provide better access to health and wellbeing information and advice, support services and local activities.
- Ensure digital information on local websites and apps are accessible. This includes those with impaired vision, motor difficulties, cognitive impairments or learning disabilities, deafness or impaired hearing, and those where English is not their first language.

Priority Seven: Coordinated Communications

Work with partners to develop our communications and health campaigns strategies, to increase awareness of health risks, raise awareness of local services and support and encourage people to take action to improve their health and wellbeing.

Actions:

- Deliver a range of both local communications and campaigns to promote prevention (including immunisation programmes) and early detection of disease, encourage healthy lifestyles and improve understanding of the wider determinants of health.
- Where possible, co-design and co-deliver health and wellbeing communications and campaigns with target groups and partner agencies.
- Develop and deliver a communications plan to support the restoration, recovery and renewal of the community and services following the COVID-19 pandemic.

7. **How we will know we have made a difference**

An action plan (**see appendix 3**) has been developed to broadly cover all the priority areas, detailing the:

- Shared goals, tasks, outputs, outcomes and success measures.
- Task leads and delivery teams.
- Review periods.

There will be a performance monitoring framework, which leads will monitor and report on the implementation of the plans and their impact. This will be done via the Public Health Senior Management Team on a monthly basis and twice a year to the Southend Health and Wellbeing Board. We will be linked into various partnership boards as well to report on progress. Impact will be evaluated using both quantitative and qualitative methods, including feedback from local people, performance indicators and health and wellbeing outcome measures.

The reporting to the Southend Health and Wellbeing Board will be updates on the delivery and impact of the strategy.

8. **Appendices**

The following appendices are attached, as part of this strategy.

- Appendix 1 – Southend 2050 – [Link here](#)
- Appendix 2 – Mid and South Essex Health and Care Partnership Strategy – [Link here](#)
- Appendix 3 – Health and Wellbeing Strategic Action Plan
- Appendix 4 – Glossary of Partner Organisations

**Southend-on-Sea
Health and Wellbeing Strategy
2021 to 2024**

Action Plan Year 1 (2021-22)

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
	Physical Activity					
HWS 3.12	Continued delivery of the Fit and Fed programme.	2021 onwards Kirsty Horseman, Leisure Team	Fit and Fed provision during every school holiday.	350 children to take part each year. 350 parents and carers of the children to take part each year.	For the programme to deliver its objectives, which address issues around diet and nutrition, physical activity and isolation.	
HWS 5.2	Work with the appropriate providers to deliver sport and physical activity to those who carry out little or no exercise.	2021 onwards Kevin Read, Leisure Team	Identify the need for physical activity courses. Identify the appropriate engagement. Ensure the offer is appropriate for target group.	150 participants complete a physical activity course per year. 100 of the participants continue to take part in regular physical activity.	To have a framework that is effective, from identifying the need through to behaviour change for regular participation.	
HWS 3.12	Delivery of the Children's Wellbeing programme	2021 onwards Kevin Read, Leisure Team Lisa Holloway Deborah Hart, Public Health Team Both School Sports Partnerships	The delivery of the seven projects, across the appropriate ages.	4000 children per year, to take part in one or more of the projects.	Baseline data recorded at the start of each project. Delivery of each project showing positive results regarding physical activity, diet and nutrition and emotional wellbeing.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 5.2	Review of the Council's outdoor sports programme.	2021 - 2022 Sharon Wheeler, Leisure Team Paul Jenkinson, Parks Team	Price benchmarking of private and public provision across Southend and other areas. Review of customer and club experience, in making and receiving bookings. Review of systems and staffing used by The Council for bookings, to make improvements.	Having clear price comparisons within the relevant sports. Having clear information on the customer experience and identifying ways to improve the systems used. Having clear information on staff involvement and processes, to be best placed.	Having an outdoor sports programme that is inclusive and financially viable for The Council to support.	
HWS 3.3	Work with Fusion Lifestyle (FL) to help them develop the Wellbeing Referral Programme, and to ensure that there are different ways to for people to book, so it is fully accessible.	2021 – 2022 Kevin Read Leisure Team Fusion Lifestyle	Specialist staff who deliver the Wellbeing Referral Programme are taken off furlough. Public Health and Fusion Lifestyle staff engage with and promote the programme to health partners.	260 participants with long terms health conditions that complete the wellbeing referral programme. 200 that continue to take part in sport and or physical activity after completing the programme	A range of activities are provided by Fusion Lifestyle, so there is an attractive offer which appeals to those that refer patients and also for the patients to help them manage their health conditions.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 5.6	Use of a range of open spaces, to enhance outdoor learning, to improve peoples wellbeing.	2021 - 2022 Cultural Services	Review of existing spaces and services. Coordinated approach with partners, to ensure flexible use of space, to promote learning.	New opportunities are established and available for regular use.	The diverse outdoor spaces are recognised as a suitable option for people to use to promote their health and wellbeing.	
HWS 3.22	To work with schools and Fusion Lifestyle, to ensure that learn to swim opportunities are available for every child, as part of their education.	2022 onwards Kevin Read Leisure Team Fusion Lifestyle School Sports Partnerships	Review of existing usage. Coordinated approach and timetabling, to allow for swimming usage.	Balanced pool timetable, to accommodate the relevant year groups for each school.	All children have access to regular swimming provision, so they reach a satisfactory level.	
HWS 5.2	Working with Fusion Lifestyle to ensure the leisure centres are open for the remainder of the contract period (until 2025) and that there are different ways for people to book their usage at any centre.	2021 – 2025 Sharon Wheeler Kevin Read, Leisure Team	Regular monitoring of performance across the contract. Regular meetings with Fusion Lifestyle.	Key performance indicators and other success measures achieved. Income targets achieved. User survey feedback maintained and acted on, where necessary.	Opening hours, to meet demand from users, at all four leisure centres. For each leisure centre to be financially viable to operate.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 5.2	Planning the transition between the existing leisure centre contract and the new leisure centre contract.	2021 – 2025 Sharon Wheeler Kevin Read, Leisure Team	Review of the current leisure centre industry and projections for the future. Continue to liaise with and share best practice from Active Essex and other local authority areas. Provide costed options for the new contract.	Procurement regulations and processes achieved, to identify the preferred business model and method of delivery.	Leisure centre contract that meets the needs of users and is financially sustainable for the years ahead.	
	Weight Management					
HWS 2.5	Delivery of tier 2 adult weight management, to target groups.	2021 – 2022 Kevin Read Leisure Team Everyone Health	To review the current data held on tier 2 adult weight management. Identify the groups to work with and provide for.	To have an adaptable weight management offer, that can be taken to where the target groups meet.	An adult weight management offer that influences behaviour change for those in need.	
HWS 2.5	Audit of our weight management services across all ages and tiers.	2021 – 2022 Sabrina Kerr Public Health Team	To review the evidence we have. To identify gaps in our evidence.	To have a strategy to address weight management.	A system wide collaborative that responds to population health management	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
		Kevin Read Leisure Team	Review the patient experience, including the pathways.	To have an improved weight management offer, which provides flexibility and improved health outcomes. To have an all age and seamless service, which prevents barriers to accessing the service.	evidence, to meet the needs of our population. To have a positive impact on the health inequalities and improves the weight management services for better health outcomes.	
	Harm Reduction					
HWS 3.8	To support residents to act and look after their mental wellbeing and reduce the numbers of death by suicide.	2021 - 2024 Simon Ford Public Health Team	Develop key milestones plan. Utilise the South East Essex Mental Health Partnership Forum to review progress and ambitions. Work with Essex County Council to update the Southend, Essex and Thurrock	Increased page views on Livewell Southend. Increased uptake of physical activity opportunities provided by Everyone Health. Promotion of Five Ways to Wellbeing; the Public Health England Better	Improved mental health and wellbeing of Southend residents. Reduced numbers of death by suicide. More residents undertaking physical activity to benefit mental health and wellbeing. Residents more informed of local services and opportunities promoted	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
			<p>Suicide Prevention Strategy.</p> <p>Real time surveillance to better understand about suicide risk.</p>	<p>Health: Every Mind Matters campaign; and national mental health and wellbeing campaigns through social media and wider partner organisations.</p> <p>Delivering the key ambitions of the Mid and South Essex Health and Care Partnership suicide prevention workstreams.</p> <p>Promoting access to the Visit Southend website to encourage residents to connect with nature and outdoor spaces offered at Southend's parks, gardens, and outdoor spaces.</p>	by campaigns and activities.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 3.10	To improve engagement with stop smoking services amongst routine and manual workers.	2021 – 2022 Ben Russell, Public Health Team	Develop understanding of facilitators and barriers to stopping smoking amongst routine and manual workers. Relevant campaign activity to promote smoking cessation. Engagement with internal Council teams and relevant external partners to improve reach and engagement of this group. Development of action plan to support the work.	Increase in completed quits (recorded on Quit Manager) amongst routine and manual workers.	Decrease in prevalence of smoking amongst routine and manual workers. Improved health outcomes within this group which is expected to contribute to addressing inequalities in health.	
	Strategy and Planning					
HWS 5.1	Through spatial planning, to enable healthy lifestyles within active environments.	Local Plan to be adopted by 2023. Mark Sheppard, Planning Team	Complete neighbourhoods' study - identification of most walkable neighbourhoods where walking and	Increased awareness of places to invest in walking and cycling infrastructure, to encourage active	Increased number of people travelling in an active and sustainable way.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
			cycling should be promoted as realistic alternatives to the car for short journeys.	travel in walkable neighbourhoods.		
5.2	To maintain and develop safe spaces for play, sport and social interaction, accessible for everyone to use.	Local Plan to be adopted by 2023. Mark Sheppard, Planning Team	Identification of areas deficient in green space, play space and sports facilities through the Playing Pitch Strategy and green space assessment.	Increased awareness of opportunities to improve quantity and quality of green space, play space and sports facilities.	Increased number of people being physically active.	
HWS 5.5	Planning for extra care and other specialist housing needs for people at all stages of their lives.	Local Plan to be adopted by 2023. Mark Sheppard, Planning Team	Identification of future housing requirements to meet the needs of all residents.	Availability of a range of housing that is easily capable of adaptation to ensure accessibility if required.	Increased amount of people in suitable housing that meets their physical needs.	
HWS 5.6	Making better use of our existing natural and built environments, to encourage healthy lifestyles for all.	Local Plan (2023) and other guidance and masterplans as appropriate Mark Sheppard, Planning Team	Locally relevant design guidance or design codes to support the creation of environments that encourage physically active lives.	Improved consideration of the impact of planning and development design on population physical activity levels.	Increased number of people being physically active.	
HWS 5.7	Continued avoidance or mitigation of air, noise, water, soil pollution and flood risk.	Ongoing Planning Team	Application of detailed planning policies (and other	Improved consideration	Maintenance or enhancement of local air, water and soil	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
	And so our surroundings are clean and green.		licensing regimes through Regulatory Services) to ensure impacts on the local environment are avoided or minimised e.g., through impositions of planning conditions.	of the impact of planning and development design on population health and wellbeing.	quality, effective flood risk management etc.	
HWS 1.1						
HWS 1.2 3.7 3.11	Work with residents to co-produce three 5-year Adult Social Care Strategies for 2022 - 2027. There is a strategy for Working Age Adults, All Age Carers and Older Adults - Living Well, Caring Well, Ageing Well.	2021 - 2022 Commissioners	The strategies are seeking to develop - an Age Friendly community in the Borough - improved support for carers - improved support for those who may have a disability, a learning disability or mental health needs	Clear vision and priorities for action to address the needs of older adults, carers, and those who may have a disability, a learning disability or mental health needs	For older adults, carers, and those who may have a disability, a learning disability or mental health needs to - feel part of and be active in their community - [remain independent and in their own home - have improved information, guidance and support	
	Communications					
HWS 7.1	Develop and deliver a coordinated communication and campaigns programme. To include local and national communications and campaigns to promote	2021 - 2022 Public Health Team	Research and agree calendar of key national and local campaigns, with relevant health	To have a calendar of campaigns spread throughout the year.	Campaigns that help with prevention, early disease detection and encourage healthy lifestyles.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
	prevention and early detection of disease, encourage healthy lifestyles and improve understanding of the wider determinants of health		and wellbeing messages. Agree leads who will coproduce campaigns with the local community and partner agencies, agreeing target audience, key messages, media, and activities, and campaign resources.	To be able to monitor the effectiveness of each campaign.	Campaigns that improve understanding of the wider determinants of health.	
HWS 2.3	To ensure that COVID-19 testing is available to the residents and community, to keep Southend safe.	2021 - 2024 Katie Gardner, Public Health Team	Regular meetings, scoping and data analysis and provision of rapid COVID-19 testing to meet the needs of the community.	Key performance indicators and other success measures achieved to drive down the rate of infection.	Reduction in COVID-19 transmission rates.	
HWS 4.1	To embed the Making Every Contact Count (MECC) approach into the day-to-day interactions staff have with the local population. To provide individuals with appropriate information and support to enable them to make positive changes to their physical and mental health and wellbeing.	2021 - 2024 Denise Wenn Emma Watts, Public Health Team Regulatory Services	Regular meetings with Regulatory Services to monitor training.	Develop a tiered training package. Ensure regular and accessible information and support to MECC trained staff. Key performance indicators and	Local organisations enabled to provide their staff with the leadership, environment, training, and information to deliver the MECC approach. Staff to be competent and confident to deliver healthy lifestyle	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
				other success measures achieved.	<p>messages, to encourage people to change their behaviour, and to direct them to local services for appropriate support.</p> <p>Individuals seek support and take action to improve their own lifestyle by</p> <ul style="list-style-type: none"> • Eating well, • Maintaining a healthy weight • Drinking alcohol sensibly • Exercising regularly • Not smoking • Looking after their physical and mental health and wellbeing. <p>This list is not comprehensive and MECC can focus on a broad range of topics that impact on an individual's health and wellbeing.</p>	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 2.2	Set up a contact service for patients on a waiting list for healthcare treatment. For the service to work with the patient to understand any support they may require and refer them to suitable health provision within the local community.	2021 Mid Essex Clinical Commissioning Group	Identify any trends with waiting times and to take action to address any issues. Set up the service, through the Essex Welfare Service. Ensure data protection compliance is in place. Ensure there is a clear communications plan, so the correct messages are given to patients.	The target number of patients are contacted. The target number of patients access local health provision, to help with their physical and mental wellbeing.	A trusted service is established, which improves the health and wellbeing of those on a waiting list for healthcare treatment.	
HWS 7.1	To ensure that the Green City action plan is reflected in the delivery of the Health and Wellbeing Strategy through health campaigns and promotional events.	2021 - 2024 Public Health Team	To have access to the Green City action plan when planning health campaigns and promotional events.	Key performance indicators and other success measures achieved from the Green City action plan.	The residents and community are aware of and engaged in the Green City action plan through collaborative working when planning health campaigns and promotional events.	
HWS 2.6	Raise the profile and role of social prescribing and its link workers in Southend.	2021 - 2022 Social Prescribing Steering Group.	Social Prescribing Steering Group meetings to monitor and review progress.	Social prescribing embedded into the GP patient offer. Social prescribing digital tool	Social prescribing underpins wider health and wellbeing outcomes.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
				supporting referral process across the system. Livewell Southend procurement delivered with contract award.	More residents identifying 'what matters to me' and being provided with seamless referral to appropriate services for goals achievement.	
HWS 2.7	Maintain and develop the Community Panel for Health and Wellbeing.	2021 - 2022 Public Health Team	To involve residents in shaping and improving health and wellbeing services, with a specific focus on long term recovery from the impact of the COVID-19 pandemic.	For the panel to represent resident and community priorities for their health and wellbeing. To deliver and also work towards agreed actions.	Having a range of volunteers on the panel, that help co design and adapt health services, for the benefits of residents.	
HWS 7.1	Delivery of the Safe to Play campaign.	2021 - 2022 Kirsty Horseman Leisure Team	Information and training opportunities are available for coaches, leisure centre staff, welfare and safeguarding leads and volunteers.	3 x 2 hour in - person training sessions to be held in Southend. 30 people per session. The partnership training programme between National Working Group (NWG) and The Council will aim to educate grass	For everyone involved in sport and physical activity provision to ensure that best practice in safeguarding is a priority, so that a safe environment is upheld.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
				<p>roots coaches and clubs on safeguarding using the Safe to Play campaign. As part of this programme a training package will be offered, including bystander intervention training for coaches and clubs, as well as highlighting to all involved with sport, the Mind Your Language campaign.</p> <p>Approximately 200 coaches to receive the training and more than 2000 parents / carers to receive the Safe to Play cards and resources.</p>		
	Workplace					
HWS 3.1	Targeted drive to embed health in all policies for other teams and organisations to utilise, to address the wider determinants of health.	2021 - 2022 Sabrina Kerr, Public Health Team	Work with partners to help embed 'health in all policies.'	8 teams or organisations to incorporate health for all policies.	For use of health in all policies to become common practice.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 3.1	Design and publish co-production e-learning including a co-design module. and make available to internal and wider workforce.	2021 - 2022 Jessica Russell, Southend Association of Voluntary Services (SAVS)	New staff access training as part of the induction programme. Existing staff offered training as part of professional development.	Accessible e-learning free for The Council workforce, the wider health workforce, elected members and residents.	Improved system capacity, confidence and skills for co-design and wider co-production.	
HWS 4.6	Recognising and prioritising economic activity as an outcome that has a positive impact on health outcomes.	2021 - 2024 Emma Cooney, Regeneration and Growth	Number of people with disabilities and long-term health conditions supported by employment, skills and business projects.	People with disabilities and health conditions economically active in Southend.	More people with disabilities and health conditions economically active and therefore with better health outcomes in Southend.	
HWS 4.5	Provide high quality learning and employment opportunities for adults with learning and physical disabilities.	2021 - 2024 Emma Cooney, Regeneration and Growth	To ensure the quality of advice and support helps people thrive in their learning and or employment. Number of learners achieving positive outcomes following courses offered at Southend Adult Community College.	Learners feel more positive about their opportunities following attendance at courses.	Adult learners with learning and physical disabilities are supported towards independence and work.	

Ref	Task	Timescales and lead	Outputs	Outcomes	Impact / what does success look like?	Progress (to be completed as actions are carried out)
HWS 4.4	<p>Working with businesses to increase the number of “good” jobs in the borough i.e.</p> <ul style="list-style-type: none"> Those with a pathway to progression, where staff wellbeing is promoted as standard. Where ethical business practices are demonstrated. <p>Where employers are promoting and mainstreaming equalities.</p>	<p>2021 - 2024</p> <p>Emma Cooney, Regeneration and Growth</p>	<p>Number of businesses completing the annual business survey or other polls providing information about “good” jobs.</p> <p>Scoping potential for a good business charter or similar.</p> <p>Number of businesses engaging with wellbeing schemes such as Livewell / Healthy Workplaces.</p>	<p>More residents have access to good jobs that will have a positive impact on their health and wellbeing.</p>	<p>The health outcomes and life chances of working residents are improved.</p>	
HWS 5.6	<p>Working with, Economic Growth and Public Health England Wider Determinants Network, to ensure that local businesses have access to the Healthy Business Programme, support and resources.</p>	<p>2021 - 2024</p> <p>Denise Wenn, Public Health Team</p>	<p>Regular meetings with Regulatory Services and continued engagement with Economic Growth.</p>	<p>Key performance indicators and other success measures achieved.</p>	<p>All businesses in Southend to have access to health and wellbeing resources, information and support to enable their employees to thrive at work.</p>	

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Glossary of partner organisations

A Better Start Southend (ABSS)

Southend is one of five areas in England that received National Lottery Community Funding to improve the life chances of babies and young children by using preventative approaches in pregnancy and the first three years of life. The 'A Better Start Southend' partnership, led by the Early Years Alliance, has been awarded £40m over ten years to deliver prevention and support programmes in the six Southend wards where families face the greatest challenges - Kursaal, Milton, Victoria, Shoeburyness, West Shoebury and Westborough. The focus is on three specific areas of child development: diet and nutrition, social and emotional development and communication and language. The partnership also focuses on building community resilience and implementing system change.

<https://abetterstartsouthend.co.uk/>

Essex Partnership University NHS Foundation Trust (EPUT)

EPUT is a healthcare provider delivering community, mental health and learning disability services across Bedfordshire, Essex, and Suffolk.

<https://eput.nhs.uk/>

Southend Health and Wellbeing Board (Southend HWBB)

Health and Wellbeing boards are a formal committee of the local authority charged with promoting greater integration and partnership between organisations from the NHS, public health, and local government. They have a statutory duty, with clinical commissioning groups (CCGs), to produce a joint strategic needs assessment and a joint health and wellbeing strategy for their local area.

Southend HWBB is made up of local statutory organisations and health related partners who are working in partnership to improve health and wellbeing for Southend's residents. The ambition is that everyone living in Southend-on-Sea has the best possible opportunity to live long, fulfilling, healthy lives.

<https://www.southend.gov.uk/health-wellbeing/health-wellbeing-board>

Healthwatch

Healthwatch acts as an independent champion people who use health and social care Services. The local branch Healthwatch Southend is an independent organisation working to ensure local voice counts when it comes to shaping and improving local health and care services. They work with and support people and organisations in the borough of Southend.

Healthwatch Southend aims to:

- understand the needs, experiences and concerns of people who use health and social care services and to speak out on their behalf.
- ensure that people's worries and concerns about services are addressed.

- work to get services right for the future.

They also provide information to help people access and make choices about their health and care services.

<https://www.healthwatchsouthend.co.uk/>

Integrated Care System (ICS)

Integrated care systems (ICSs) are partnerships that bring together providers and commissioners of NHS services across a geographical area with local authorities and other local partners to collectively plan health and care services to meet the needs of their population.

In November 2020 NHS England and NHS Improvement published *Integrating care: Next steps to building strong and effective integrated care systems across England*. It described the core purpose of an ICS being to:

- improve outcomes in population health and healthcare
- tackle inequalities in outcomes, experience, and access
- enhance productivity and value for money
- help the NHS support broader social and economic development

Mid and South Essex Health and Care Partnership was formally designated an Integrated Care System in March 2021.

The Government has recently published a White Paper with proposed legislative change to create statutory Integrated Care Systems by April 2022 and clarify roles and responsibilities between health and care organisations. The statutory ICS will take on many of the current functions of CCGs. The proposed legislation will allow local place-based arrangements to continue to evolve and meet the longer-term health and care challenges in local areas.

Mid and South Essex Health and Care Partnership (Mid and South Essex HCP)

This is a partnership of the all the NHS organisations and councils that are responsible for health and wellbeing and the three Healthwatch organisations for mid and south Essex. It was formally designated an Integrated Care System in March 2021.

It is one of 42 HCPs in England, and serves a population of 1.2 million people, across the boroughs and districts of Basildon, Braintree, Brentwood, Castle Point, City of Chelmsford, Maldon, Rochford, Southend-on-Sea, and Thurrock.

<https://www.msehealthandcarepartnership.co.uk/>

Mid and South Essex NHS Foundation Trust (Mid and South Essex)

Mid and South Essex NHS Foundation Trust is a new acute trust, created on 1 April 2020 following the merger of the three acute trusts in mid and south Essex. It provides local hospital services, maternity services, and sexual health services (genito-urinary medicine).

<https://www.mse.nhs.uk/>

NHS Southend Clinical Commissioning Group (NHS Southend CCG)

NHS Southend CCG is a Clinical Commissioning Group. A CCG is a group of GPs and clinicians which commissions (plans, agrees and monitors) healthcare services in its local area. NHS Southend CCG is responsible for local hospital, maternity services, community and mental health services, and also co-commissions GP services with NHS England.

<https://southendccg.nhs.uk/>

Primary Care Networks (PCNs)

Primary care networks (PCNs) are the new way for local health services to work together to treat populations. A primary care network consists of a group of GP practices working together with a range of local providers across primary care, community services, social care, pharmacy, hospital, and voluntary services in their area to offer more personalised, coordinated health and social care. PCNs are led by clinical directors who may be a GP, practice nurse, clinical pharmacist or other clinical profession working in general practice. PCNs serve populations of between 30,000 and 50,000 people.

Southend has 4 PCNs – Southend Victoria, Southend East, West Central and SS9.

<https://southendccg.nhs.uk/about-us/pcn>

South East Essex Alliance

The South East Essex Alliance is a coming together of stakeholders across SEE to improve the health and wellbeing of the population. The Alliance aim is to bring key partners together to provide the localism needed within the South East Essex system to create opportunities for people to live well in South East Essex.

Southend Association of Voluntary Services (SAVS)

SAVS is an independent charity known as a council for voluntary service or CVS. SAVS represents, supports, and promotes Southend's charities, community groups, faith groups and social enterprises.

<http://www.savs-southend.org/>

Southend on Sea Borough Council

Local government in England and Wales comprises 375 councils with almost 21,000 elected councillors. Southend on Sea Borough Council is a unitary authority. The council's elected members (councillors) and officers are responsible for a wide range of local public services, including public health, transport, housing, planning, education, social services, waste disposal and recycling, trading standards, arts and culture, and leisure facilities.

www.southend.gov.uk

Essex Transforming Care Partnership

This programme aims to improve services and support for children, young people and adults with a learning disability and / or autism who display behaviour that challenges, including those with a mental health condition. Its key aims are to reduce inpatient provision and help people live happy and healthy lives within their own home.

[Essex Transforming Care Partnership - Castle Point and Rochford CCG](#)

Southend Safeguarding Partnership

The Southend-on-Sea LSCB exists to safeguard and promote the welfare of all children in the borough, and is committed to the development, coordination, monitoring and review of safeguarding practices and ensuring that effective child protection procedures within and between all agencies working with children and young people are in place.

[SSP - Southend Safeguarding Partnership | Southend Learning Network](#)

Southend Community Safety Partnership (CSP)

The CSP is a multi-agency team bringing together organisations and groups that share responsibility of tackling crime and disorder, anti-social behaviour plus drug and alcohol related offending.

Agencies include: Southend-on-Sea Borough Council (Community Safety Unit, Youth Offending Service and Drug and Alcohol team) Essex Police, Essex County Fire & Rescue Service, Office of Police and Crime Commissioner, South Essex Homes, National Probation Service and Health Services.

Southend CSP works together to ensure that the services they provide and commission respond to the aim of 'making Southend safer'.

[Home - Southend CSP](#)

The South East Local Enterprise Partnership (SELEP)

This has been established to provide a clear vision and strategic leadership to drive sustainable private sector growth and job creation in the area. Set up by the government to be the key body determining strategic economic priorities while making investments and delivering activities to drive growth and create jobs.

[Home - The South East Local Enterprise Partnership \(southeastlep.com\)](#)

Southend Business Partnership

The Southend Business Partnership is a network of over 600 businesses across Southend. The partnership brings together businesses from all sectors, sizes and backgrounds to share best practice, contacts, knowledge and news.

Business support providers also form an integral part of the network offering support, advice and guidance. The partnership meets every quarter for an early morning networking session and to hear from business leaders on locally relevant subjects.

[Southend Business Partnership – Southend-on-Sea Borough Council](#)

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Southend Health & Wellbeing Board

Agenda
Item No.

6

Report of the Director of Public Health

To
Health & Wellbeing Board

on
8th September 2021

Report prepared by: Krishna Ramkhelawon,
Director of Public Health

For information only	X	For discussion		Approval required	
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Coronavirus Pandemic Management Updates from the Health Protection Board and the Oversight and Engagement Board

Part 1 (Public Agenda Item)

Purpose

This is to provide an update on the COVID-19 Local Outbreak Management Plan implementation of the national Test, Trace and Isolate programme.

Background

The national COVID-19 Contain Framework was updated in August 2021. This is a guide for local decision makers in England. It sets out how national, regional and local partners should continue to work with each other, the public, businesses, institutions (including schools, prisons, hospitals, care home and homelessness settings), and other local system partners in their communities, to prevent, manage and contain outbreaks of COVID-19.

Test, Trace and Isolate has an important ongoing role in the management of local outbreaks. It is a core element of our shared ambition to break chains of COVID-19 transmission to enable people to maintain a more normal way of life, living safely with COVID-19.

Local communities are at the heart of this. It's important that there is a continued strong local, regional and national partnership to support people in understanding and complying with advice and guidance designed to protect their health. Many of the groups who face disproportionate impacts from COVID-19 are likely to be underserved by national activity, and we need local insight, and targeted, culturally competent action to engage them.

Local authorities and their local system partners are an integral part of the response to COVID-19, working closely with regional health protection teams (HPTs) and the wider COVID-19 regional partnership teams.

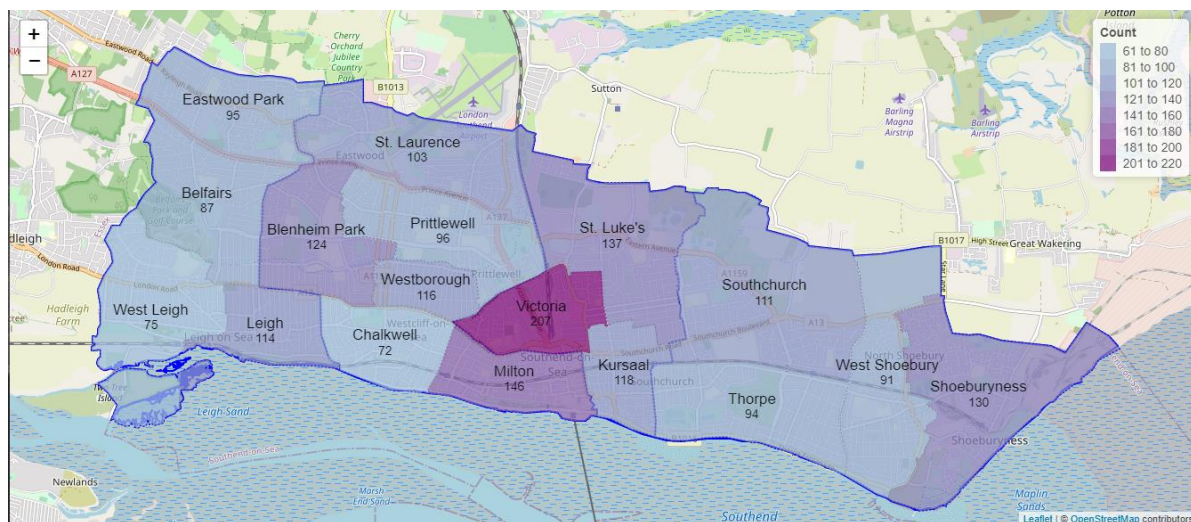
Local Outbreak Management Plan (LOMP)

Local planning and response are enshrined in the Southend LOMP which was published at the end of July 2021 and remains a dynamic document. Response includes a local containment strategy, the implementation of which is expected to be achieved within the existing legal framework and by appealing to the public's sense of civic duty and working with local community leaders. This can be accessed [here](#).

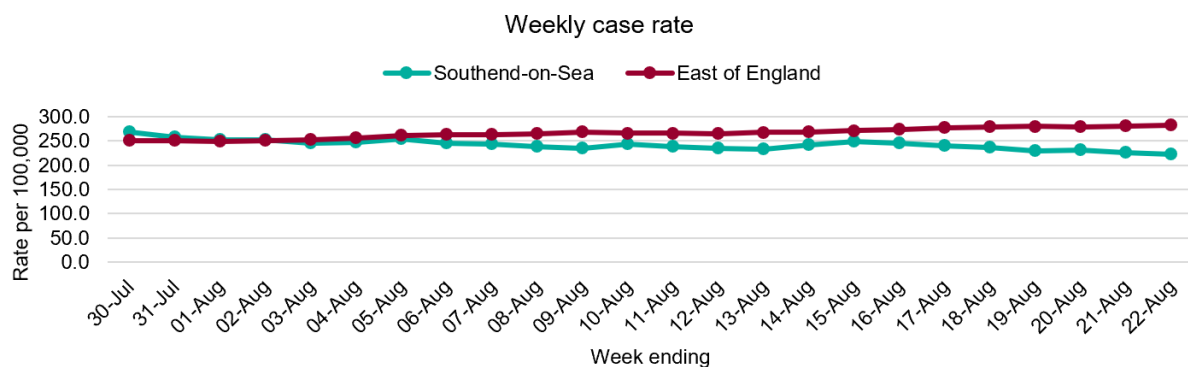
Local Boards & Pandemic Management

The Health Protection Board (HPB) now meets fortnightly and receives the local Pandemic Surveillance Report monitoring of our testing capabilities, infection rate, mortality rate, positivity rate, level of contact tracing, progress with vaccination and any report and case reviews of local outbreaks and the impact on health and social care. We also review our joint approach with Essex Police on compliance and enforcement.

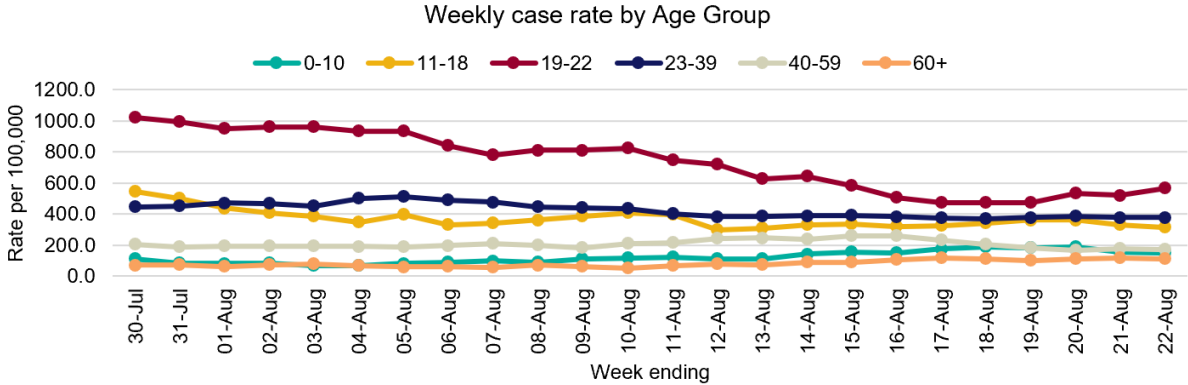
Over the past 30 days, we have seen 1,916 positive cases as highlighted in the map below – this was down from 2,594 cases in the previous 30 days, although we are currently seeing an increase in cases.



The infection rate has remained constant but high (between 220-260 cases per 100,000) in the past 4 weeks. Our overall rate was 223/100,000 (27th August 2021), and we are now seeing a gradual increase in infection, which is likely to increase when school resumes in a week's time.



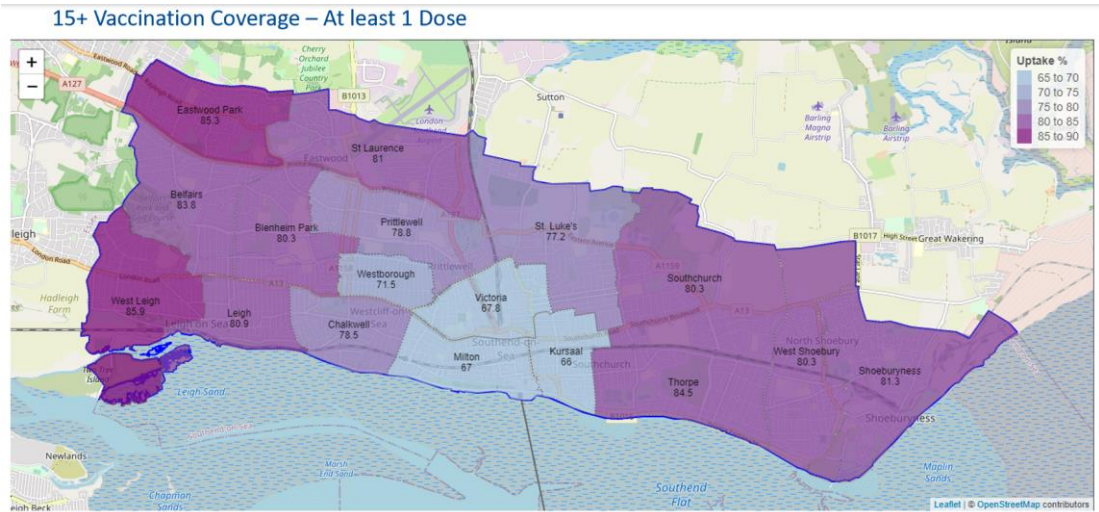
We are seeing some differences in virus transmission in age groups, remaining high in the younger age groups, especially people aged 19-22yrs. We continue to explore new ways to engage and communicate the risk of virus transmission with them.



We have been working closely with the schools to support the safe return to school planned for the week beginning 6th September 2021, with some returning earlier. Community home testing will remain a key component of keeping infection rate low and in continuing to suppress the virus.

We are in the process of launching a Southend-specific contact tracing and support service on the 1st October 2021. This will enable us to respond more swiftly, with better local insight, as we approach the autumn/winter seasons. The main PCR testing facilities are provided through the Short Street and Southend Airport sites and as required in Shoebury.

The vaccination programme is running effectively across Southend: the larger centre is now based at the Civic Centre. A total of 125,000 first dose vaccines (approx. 81% of the adults population) have been administered as at 24th August 2021, with approximately 70% having received a second dose as well. We are closely working with our NHS partners to identify and engage local sub-groups (e.g. BAME, Deprivation level, Care Home staff, Faith groups, etc) to help reduce vaccination hesitancy locally. There are four wards with coverage below 72%.



With regards to the local mortality rate, we have been reviewing the excess mortality from COVID and as we have seen even more deaths during the current wave. A number of outbreak management teams were initiated to manage the response to care home outbreaks and to ensure all infection prevention and control measures were being followed effectively.

The Outbreak Control Oversight and Engagement Board continues to lead on a number of communication and engagement activities, including refreshing our messaging to the public and local businesses. We continue to hold regular webinars with schools and we are actively engaged with a multi-media social marketing campaign in promoting our key messages of maintaining social distancing, hand hygiene and using face covering in the appropriate settings. We have been holding regular community engagement events to provide reassurance, respond to local concerns and gain more insight to support our local response.

The Board is actively supporting with promoting the community LFD testing programme and supporting the local NHS in addressing any hesitancy with the COVID-19 vaccination programme.

All our actions and local interventions are reviewed and shared with the Regional Test and Trace Support and Assurance Team.

Recommendation

1. For the HWB Board to note progress and ongoing implementation of the Local Outbreak Management Plan by the Local Health Protection Board and the Outbreak Control Oversight and Engagement Board.

Southend-on-Sea Borough Council

Report of Lead Commissioner for Prevention and
Localities
To

Health & Wellbeing Board

On
8.9.21

Report prepared by: Jamie Pennycott, Drug & Alcohol
Commissioning Officer

Agenda
Item No.

7

Drug & Alcohol Treatment System Tender

1. Purpose of Report

- 1.1 To apprise the Board of the commissioning intentions for the Drug & Alcohol Treatment System contract from 1st April 2022
- 1.2 To apprise the Board of actions taken in relation to the Rough Sleeping Drug & Alcohol Treatment Grant issued by Public Health England from January 2021

2. Recommendations

- 2.1 That the Board notes the intended commissioning plan for the Drug and Alcohol Treatment System.

3. Background

- 3.1 The current contract for Southend Treatment And Recovery Service (STARS), delivered by CGL Ltd., is due to expire on 31st March 2022. A secondary contract with CGL Ltd. for the Management of Tier 4 (Detox/Rehab) & Pharmacy Management is also due to expire 31st March 2022. Both of these contracts will be tendered to the market to ensure best value.
- 3.2 The current contract for the Young People's Drug and Alcohol Team (YPDAT), which is delivered by Southend-on-Sea Borough Council, has been rolled forward each year since 2017 but the Director of Public Health has stated that this service should also be taken to the market at the same time as the adult treatment service.
- 3.3 A third contract, currently delivered by Illy Systems Ltd., relating to the case management database for YPDAT has been rolled forward for the last ten years.

4. Plan for future tender

- 4.1 The combined spend across the adults' and young people's drug and alcohol treatment system elements over the last three years has been in the region of

£2.146m. In line with required savings, the combined budget for the adults' and young people's treatment system across the next year will be £1.9m

- 4.2 To enable this level of savings, it is our intention to commission a single, all-age service contract, ideally delivered by a single provider as this should reduce management overheads.
- 4.3 Although we will be looking for providers to be innovative in their service delivery model to maximise the value from this contract, there are several areas of operation for which we are setting some specific requirements. These are:
- (a) The young people's element will be expected to work with young people up to the age of 25 (excepting those dependent on opiates or alcohol, whose treatment requires medical management)
 - (b) The young people's element will not be delivered from the adults' treatment site/s
 - (c) Prospective bidders will be expected to provide proposals that at least maintain the current levels of service delivery, so we have stipulated that the young people's element will require at least four workers. As we are looking for providers to develop effective preventive approaches, we anticipate that the shape of service delivery and the required numbers of specialist workers will be fluid across the life of the contract.
 - (d) In line with agreements made under the Public Health England Rough Sleeping Drug & Alcohol Treatment Grant, the new service will be required to provide five specific roles focusing on homelessness outreach for the life of the grant. This grant funding of around £317k will be in addition to the core £1.9m contract. This grant is currently confirmed through until 31st March 2023, although it is likely to be extended through to 2024.
- 4.4 A market engagement event held on the 15th July was well-attended by a range of interested providers. Feedback from those attending suggested that there is appetite and approval for the model that we are proposing.

5. Next steps:

The advert for the new drug and alcohol treatment service will go live on Contracts Finder from 3rd September. The deadline for any clarification questions from prospective bidders will be the 29th September, with the tender submission deadline set as the 12th October.

The intention is for the contract to be awarded from December 2021 to allow for a 3-month implementation period from 1st January through to 31st March 2022. The new contract will then start from 1st April 2022.

Southend Health and Wellbeing Board

Report by

Alex Khaldi, Independent Chair, A Better Start Southend

to

Health & Wellbeing Board on 8th September 2021

Report prepared by:

Jeff Banks, Director, A Better Start Southend

	For discussion	X	For information only		Approval required
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A Better Start Southend - update

Part 1 (Public Agenda Item)

1 Purpose of Report

The purpose of this report is to provide an update from the Chair of A Better Start Southend (ABSS) on key developments since the last meeting.

2 Recommendations

HWB are asked to:

1. Note the contents of the report and raise issues and opportunities with Jeff Banks, ABSS Director, who will be presenting on behalf of Alex Khaldi, Independent Chair of A Better Start Southend (ABSS).
2. Agree a future substantive agenda item on (i) the ABSS Legacy and Sustainability Strategy and (ii) Evidence of Impact of ABSS Programmes

3 Governance

The top-level ABSS Legacy and Sustainability Strategy was approved at the Partnership Board on 14th June 2021, and a further update was provided to Partners on the Legacy Strategy and direction of travel at the Partnership Board meeting held on 9th August 2021, which expanded on the different components of the Legacy Strategy feasibility work.

The four key aspects of the strategy are:

- Identify impact, create sustainability in which we will identify those projects within our Programme that have created greatest impact on children and families and work with our partners to see how they can continue after our funding concludes in 2025. In some cases, this will require a change to the current operational model such that the projects can be delivered sustainably and at lower cost or integrated into existing service offers.
- Deliver YourFamily. We want YourFamily to become the model for delivering asset-based community support for children and families in Southend and beyond.

- Establish a Centre for Excellence. We will be looking at the feasibility of setting up a new entity, creating a community-led partnership that joins up the learning and work of parents, the community and different organisations working with young families.
- Create System Change. We will champion partnership, integration and community-led services and invest our resources to act as agents of change.

It is proposed that ABSS present a substantive update to the Health & Wellbeing Board on the ABSS Legacy and Sustainability Strategy.

The ABSS Programme continues to benefit from strong Partnership engagement, with positive participation at a range of levels for all core Partners, including:

- Early Years Alliance
- Southend Borough Council
- Essex Police
- Mid and South Essex Hospital Trust
- Essex Partnership University NHS Foundation Trust (EPUT)
- NHS Southend CCG
- University of Essex
- Family Action
- SAVS
- Catherine Rushforth and Associates
- Kate Cairns Associates

As Board Members will know, it has now been confirmed that NHS, local government and other Partners in Mid and South Essex are to be formally designated an Integrated Care System (ICS) from 1st April 2022. There was an option under consideration that there would be a whole-of-Essex ICS, but this has now been ruled out. ABSS has strong and growing connections with the current Mid and South Essex Health and Care Partnership, particularly in relation to the Programme's contribution to the development of a Children's Care Partnership Plan, working with Partners from the University of Essex and Dartington Service Design Lab.

In addition to strong existing connections with Professor Mike Thorne, Independent Chair of the Mid and South Essex Health and Care Partnership, and a range of colleagues working as part of the Partnership, the Director and Chair of ABSS have recently had two meetings with Anthony McKeever, Executive Lead for Mid and South Essex Health and Care Partnership and Joint Accountable Officer for its 5 Clinical Commissioning Groups (CCGs).

As a reminder, the ABSS Programme Governance structure comprises the following Groups:

- Partnership Board - Chair, Alex Khaldi
- Executive Consultative Board - Chair, Alex Khaldi
- Programme Group - Chair, Krishna Ramkhelawon, SBC
- Insight and Analysis Group - Chair, Michael Freeston, EYA
- Finance and Risk Group - Chair, Paul Grout, SBC
- Parents' Group - Rolling Parent Champion Chairs
- Direct Delivery & Quality Group - Chair, Stephanie Farr, ABSS

All ABSS governance meetings continue to take place regularly and aligned to the governance schedule, to aid with oversight of the ABSS Programme activity. The Governance Officer has been trialling the coordination of hybrid meetings via both conference call and in person for Parent Champion attendees (supported by SAVS). This has aided in parents being able to focus fully on

governance meetings whilst childcare support is provided by the ABSS Creche Service. This hybrid model will continue over the coming weeks until a formal proposal for governance meeting structure is defined.

Engagement of Parent Champions within ABSS (Governance) Meetings

All committees and groups include the active participation of engaged parents, with Terms of Reference stating that no meeting is quorate unless there is parent and Partner presence at each forum.

ABSS Action Against Racial Inequality Steering Group

The ABSS Action Against Racial Inequality (AARI) Steering Group met on 15th July 2021 and took the form of a focus group as opposed to a standard (governance) meeting. The consultants appointed to support this work, Equinox Consulting, were able to provide attendees with a progress update on their consultancy work for the development of the AARI strategy. They also sought attendees' views on a number of key questions, with some very valuable comments raised from parents in attendance at the group. One parent spoke eloquently about the need to ensure that the challenges of the Black, Asian and Minoritised Ethnic communities were a consistent topic and theme within organisations, and not merely raised periodically as a result of a specific event.

It is with great sadness that we also report on the passing of Maxine James from Equinox Consulting. Maxine was one of the key consultants supporting ABSS in the development of the AARI strategy and as such, ABSS are liaising with Ade Sawyerr from Equinox to provide support and to understand how we move forwards with this piece of work at this difficult time.

The National Lottery Community Fund (TNLCF)

A successful Annual Review of ABSS took place on 10th June 2021, with attendees including key Partners/stakeholders (Southend Borough Council, University of Essex, the South Essex NHS Alliance and SAVS), parents (Jo Webb, Lucy Jeffreys and Sarah Miller), Gill Hart and Tom McCulloch from TNLCF and Alex Khaldi, as well as the ABSS Senior Programme Team.

This was an extremely positive meeting and allowed for authentic reflection from all in attendance of the ABSS Programme, including its success stories and challenges over the past 12 months, as well as a forward look at future strategic priorities. It was very encouraging to see that the ABSS Programme priorities were very much aligned to that of the TNLCF priorities. It was reassuring to hear from Tom McCulloch and Partners that ABSS as a Programme is held in such high regard with TNLCF and organisations, with Tom saying that it will be a key priority of the fund to share the learning of the ABSS Programme nationally, to inform external and internal policy and practice, as well as national policy makers.

Coronavirus/COVID-19 Pandemic Recovery and Renewal

As the mode of operation for ABSS and its Delivery Partners takes a more 'business as usual' approach, the Recovery and Renewal meetings have demised and will be reconvened if further Coronavirus/COVID-19 restrictions cause significant impacts to project service delivery. However, discussions continue to be progressed on a regular basis in relation to the physical return to the Thamesgate House ABSS office space, with Business Support having risk assessments in place for Coronavirus/COVID-19 safe access for interim staff working, which are regularly reviewed. The EYA has consulted with its workforce and has agreed that a physical return to the office will start week commencing 13th September 2021, with a hybrid approach including a minimum of 2 days in the

office. An office working schedule has been coordinated to synchronise working patterns across the ABSS team.

The team managing and working in the Parent, Family and Community Hub are accessing SAVS and supporting parents within the Coronavirus/COVID-19 compliance arrangement requested by landlords of SAVS, which currently means from Monday to Thursday. Families are starting to build their confidence about going out and mixing again with their children, and accessing the Hub supports this challenge.

Contingency planning is in place for all other direct delivery programmes, in the event that the position regarding Coronavirus/COVID-19 restrictions changes over the coming months.

4 Evidence Project

It is proposed that ABSS present a substantive update to the Health & Wellbeing Board on the growing body of Evidence of Impact of ABSS Programmes.

Programme Evaluation Partnership

The University of Essex's (UofE) Formative Evaluation is underway, with two initial rounds of quarterly reporting completed. UofE researchers are working with the ABSS Research and Evaluation team to plan how best to maximise the insight gathered from the data collected and the comparisons that can be carried out. The aim is to improve the quality and quantity of the data reported on at any one time and also to enable comparisons between projects and across thematic areas. A proposal will be presented to the Insight and Analysis Group meeting in September 2021.

The UofE team have started the Peer Researcher Programme, with five Parent Champions taking part in a series of Taster Session workshops, introducing them to some basic research techniques, including survey design and peer interviewing. Work continues with the EYA to identify how they can become Open College Network (OCN) accreditors to provide a Peer Researcher qualification, with a series of suitable modules having been identified.

Independent Programme-wide Summative Evaluation

RSM/UoE have developed an implementation plan for their Summative Evaluation of ABSS, with the first phase of data collection due to start in October 2021 and the first report due in May 2022. They have collected together a range of information about the design, management and monitoring of ABSS projects, and are developing a set of data that can be used as a baseline for their evaluation. Their next step is to begin to develop the tools they will use for their data collection, such as survey and interview question designs.

Outcomes Framework

The Insight and Analysis Group convened a Task and Finish activity to examine a number of issues around ABSS Outcomes, including some measures that do not currently have suitable data that can be used to measure progress. Some of these result from data missing due to the Coronavirus/COVID-19 pandemic, for example the EYFSP, while others rely on survey data that is not planned to be repeated. The group reviewed the measures and identified where there were gaps in data. A number of replacements for these data gaps are being explored, including adding questions to SBC's population survey, adding questions to a survey being conducted by RSM as part of the Summative Evaluation, and reviewing alternative data sources such as the Understanding Society study to identify whether this can provide a parallel narrative about changes in ABSS wards in comparison to non-ABSS wards.

Outcomes Reporting

Arising from discussions during the Task and Finish activity, the Research and Evaluation team have developed some 'Stories of Impact' that combine project and programme-level activities data, data on progress against programme outcomes, insights from evaluations and a unifying narrative to provide a compelling narrative of the impact that ABSS is having. Stories of Impact have initially been developed for a specific project, a specific topic, and a geographical area, to explore the kinds of impact that can be presented. We are starting to develop a series of further Stories of Impact for other projects and topics.

The Task and Finish activity also covered the refinement of outcomes and measures for System Change and Community Resilience. Following this discussion, the Research and Evaluation team held a workshop session with the ABSS core staff team which gathered their views about the definitions of System Change and Community Resilience being used across ABSS. Following this, the Research and Evaluation team undertook reviews of the literature around both concepts and from that refreshed the definitions of System Change and Community Resilience with assistance from colleagues at UofE. These are now being discussed through ABSS governance channels with a view to being finalised by September 2021.

Workforce Development

The Research and Evaluation Manager has completed a number of structured conversations with ABSS staff, Delivery Partners, stakeholders and parents to assess and identify future priorities and opportunities within the Workforce Development area of remit. Initial proposals will be produced based on these findings and a refreshed Workforce Development Strategy produced in the coming weeks.

ABSS Research Methodology

After extensive consultation work, a refreshed ABSS Programme-level Theory of Change was presented to the Partnership Board on 14th June 2021 and its content approved. This encompassed the use of the COM-B model to aid in explaining what leads to behaviour change. This Theory of Change updates the underpinning theories and assumptions behind the ABSS Programme and will feed into work refreshing outcomes for System Change and Community Resilience.

An extract of the ABSS Data Dashboard is attached for reference - see Appendix One.

5 Sustainability and Legacy Planning

As mentioned previously, The ABSS Legacy and Sustainability Strategy was presented to the ABSS Partnership Board at their meeting on Monday 14th June 2021 and the four key aspects of the strategy and direction of travel was approved by Partners.

YourFamily

The YourFamily Programme will begin mobilisation from 1st September 2021 when the full team will be in place, although socialisation of the programme began in August 2021.

Key Partners from health, social care and Children's Centres are working together to agree thresholds of work and the pathways for parents. During the autumn term an integrated training programme will be delivered, ensuring a common language and asset-based working with families.

6 Programme Activity

The ABSS commissioned Delivery Partners have continued to offer a blended approach to service delivery as the lockdown restrictions have eased. Delivery Partners are gradually increasing their face-to-face provision whilst being mindful of concerns parents have around groups mixing and social distancing. The majority of Delivery Partners will continue with some virtual delivery as this offers a more inclusive and accessible approach for families, and this also gives consideration to the flexibility of services for father's attendance (e.g., via evening delivery).

The latest key updates include:

HENRY Healthy Families have commenced delivery of their first face-to-face group session since the easing of lockdown restrictions. This is being well received with both parents and facilitators feeling safe and comfortable. A further four on-line sessions are being delivered.

Referrals to **HENRY Preparation for Parenthood** have increased since the information sharing agreement with Maternity Services was formalised. There are currently three online courses in delivery and two families receiving 1 to 1 support. The first face-to-face group courses took place in June and in July 2021, with a further group course starting in September and others planned on an regular ongoing basis.

The **Bump to Breast Support Group** is offering face-to-face support in small groups and booked 1 to 1 sessions. Their online presence continues to expand with live streams and ante-natal sessions which are run in conjunction with the **1 to 1 Breastfeeding Support** service. ABSS is working with Maternity Services to look at extending the **1 to 1 Breastfeeding Support** offer across the whole ABSS area.

The **Volunteer Home Visiting** programme is gradually returning to face-to-face support, seeing families in mainly outside spaces. Analysis of their data has identified that every family they supported last quarter lived in one of the 30% most deprived areas.

The **Parent, Family and Community Hub** situated within the **SAVS** building is now open to the public, aligned to COVID safe restrictions. The ABSS Creche is operating to allow Parent Champions to attend governance meetings and a range of small group sessions are being facilitated by the Hub Co-ordinators and also our delivery partners.

The **Talking Transitions** initiative run by specialist early years teachers employed by the EYA for ABSS progressed through its second phase, successfully working with a range of new settings to improve the transition experience of children and families from their Early Years Settings into school, and phase three is in the planning stage for the Autumn term.

There are a number of projects in the mobilisation phase, including the **3-4 Month Contact, Infant Feeding Specialist Lead** and **Specialist Public Health Midwife**.

As a direct response to the increasing need for help with family's mental health during the pandemic, ABSS are commissioning two specific projects: '**Families Growing Together**' and the **Early Years IDVA** project.

The '**Families Growing Together**' project is provided by **Trust Links**, a local charity that supports mental health and wellbeing through horticultural projects. The project provides families access to two purpose-built gardens offering them a range of horticultural opportunities in a nurturing and safe space with staff and volunteers trained in mental health and wellbeing.

The **Early Years Independent Domestic Violence Advisor (IDVA)** project will provide direct support to families with young children experiencing domestic abuse in a range of family friendly settings. In addition, they will raise awareness and provide training on domestic abuse to a range of staff who work with families with young children (e.g., Children Centre staff, **YourFamily** and **ABSS Parent, Family and Community Hub** staff and GP's).

The remaining ABSS projects continue to provide a blended and adaptable model of service delivery that are responsive to the needs of local families and the COVID-19 roadmap.

A case study is attached for reference - see Appendix Two

Details of all ABSS programmes in delivery are attached for reference - see Appendix Three

Community Resilience

Through the agreement of the ABSS Programme Group and TNLCF, the extension to the Coronavirus/COVID-19 response Engagement Fund will come to an end on 30th September 2021. The initiative was implemented as a result of the pandemic environment, to enable Parent Champions and voluntary sector groups to obtain funding to deliver engagement events and tackle feelings of isolation in local families during the pandemic, which was evidenced through the University of Essex COVID impact research. There has been significant learning from this initiative, and this will be transferred through to the standard Engagement Fund process, which will continue to take place to promote and deliver parent led ideas.

7 Programme Management Office

The Programme Management Office (PMO) comprises the following teams and continues to provide excellent support for the ABSS Programme:

- Senior Programme Team - comprising the Director and Assistant Director and all senior Managers.
- Business Support - including HR, finance, resources, governance, administration, Creche Services, the Parent, Family and Community Hub Co-ordinators and the contracts and compliance functions
- Project Management
- Strategic Development and Communications
- Research and Evaluation

Finances

The revised 10-year budget profile for the remaining years of the ABSS Programme was formally presented to and approved by members of the Partnership Board, which was held on 14th June 2021.

The Q1 2021-2022 Management Accounts was reviewed and ratified by the Finance and Risk Group on 11th August 2021 and will be shared with the Partnership Board at its next meeting.

There continues to be a reduction in Programme expenditure and associated TNLCF claims, due to the impact of the Coronavirus/COVID-19 pandemic on costs related to face-to-face delivery and mobilisation of new projects and programmes (as detailed below), and this is expected to last until face-to-face delivery returns to pre-pandemic levels.

The 2020-21 Q4 Management Accounts (see appendix 4) show an underspend against budget for all project workstreams total £977,000 for the 2020/21 programme year. ABSS pays for delivery based on actual expenditure, and this has been lower during the COVID-19 pandemic for a number of reasons:

- slower mobilisation of key projects/programmes and pauses of key ABSS projects, for example, those relying on NHS delivery partners;
- some delivery partners experiencing vacancy and recruitment challenges;
- significant savings on existing projects that have had to adopt different delivery models leading to cost savings, for example on irrecoverable VAT, travel, room bookings, physical resources and creche services.

Unless otherwise stated, underspends in any one reporting period will be rolled over for utilisation on direct programme delivery activity in subsequent reporting periods. Members of the ABSS Finance and Risk Group are continuously and rigorously reviewing the ABSS Programme underspend as part of its risk management strategy.

The ABSS Partnership Board has a target that core governance, management, administration and overhead costs will be below 30% of total programme costs. This target meets expectations of TNLCF. In recent reporting periods, the programme has been slightly over this target, principally due to reductions in overall project costs associated with the Coronavirus/COVID-19 pandemic. However, the proportion of core governance, management, administration and overhead costs, in relation to total Programme costs in the current reporting period is 24%. This is regularly reviewed by the Finance and Risk Group.

The Q4 2020-2021 Management Accounts are attached for reference - see Appendix Four

8 Communications and Marketing

ABSS Communications Strategy

The purpose behind ABSS Communications Strategy is threefold: to tell the ABSS story and build our legacy, to reach every family and to promote positive social change. The ABSS Communications Calendar includes key and 'heartbeat' moments that support the delivery of that strategy.

The Communications team has met with Delivery Partners to develop more bespoke communication plans for the projects within the ABSS Programme. This has included the launch of the ABSS new service, **Families Growing Together**.

A public launch of YourFamily is planned for late October 2021. A design, digital and creative agency, ICG, has been appointed as the media agency that will help ABSS deliver a comprehensive campaign over a range of channels targeted at families in Southend.

The 'Hares About Town' project is currently live. ABSS sponsored the 'rainforest hare' and lots of initiatives including 'hare safaris' and activity sheets are in place to involve young children and their families in this family fun event.

Raising Southend: A Festival of Conversations

The ABSS 'Raising Southend: A Festival of Conversations' (FoC) continues to be developed in collaboration with Studio3Arts, SAVS and Parent Champions and will be a set of curated events

across a two-week period (13th September to 26th September 2021). The intended outcomes of the FoC are:

- Families', community members' and system leaders' abilities and opportunities to support and learn from each other are strengthened, building trust between service users and service providers.
- People of different ages, cultures and who have different life experiences are able to come together, to share best practice on how the services within Southend can better support families in the future.
- All organisations who work with families are provided with opportunities to understand how they can collaborate with local people to deliver the services they need, in the way that families wish them to be delivered.
- Those taking part understand the new approach - called YourFamily - that is being introduced for young families in Southend.

The ABSS team are grateful to all of the Partners and parents who will be contributing to the FoC, hosting activities, events and talks over the two weeks. A timetable of events can be found [here](#).

9 Reasons for Recommendations

ABSS Governance have reviewed and approved activities at the appropriate level. The Health and Wellbeing Board are asked to note the contents of the report.

Members have requested more information on (i) the ABSS Legacy and Sustainability Strategy and (ii) Evidence of Impact of ABSS Programmes and the Health and Wellbeing Board is asked to agree how/when this information is to be presented.

10 Financial / Resource Implications

There are not financial/resource implications for this report.

11 Legal Implications

None at this stage.

12 Equality & Diversity

None at this stage.

13 Appendices

Appendix One - Data Dashboard Extract since last meeting

Appendix Two - Case Study.

Appendix Three - ABSS Project Names and Workstreams

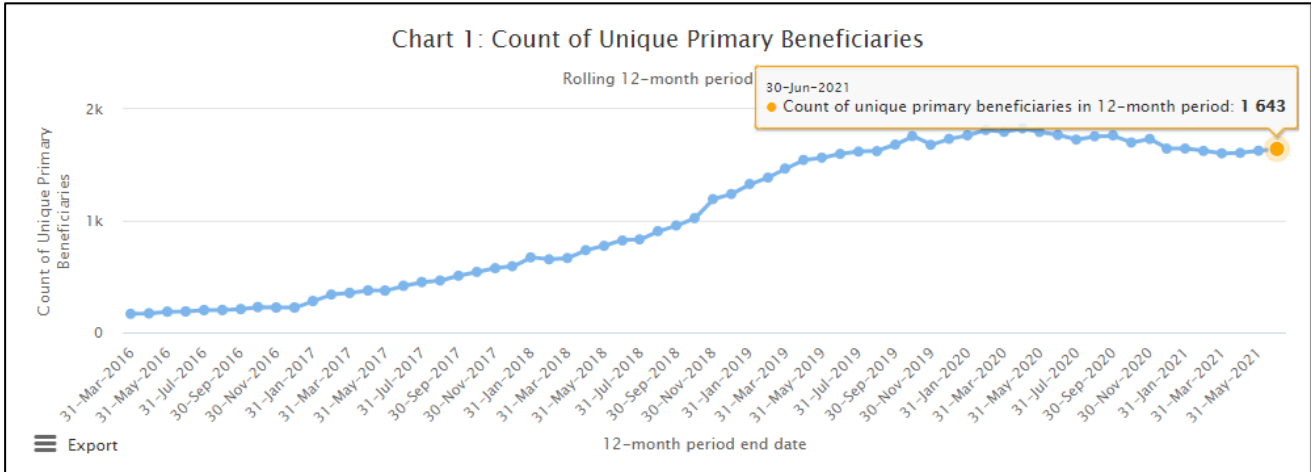
Appendix Four – Q4 2020-2021 Summary Management Accounts since last meeting.

Jeff Banks, Director, ABSS

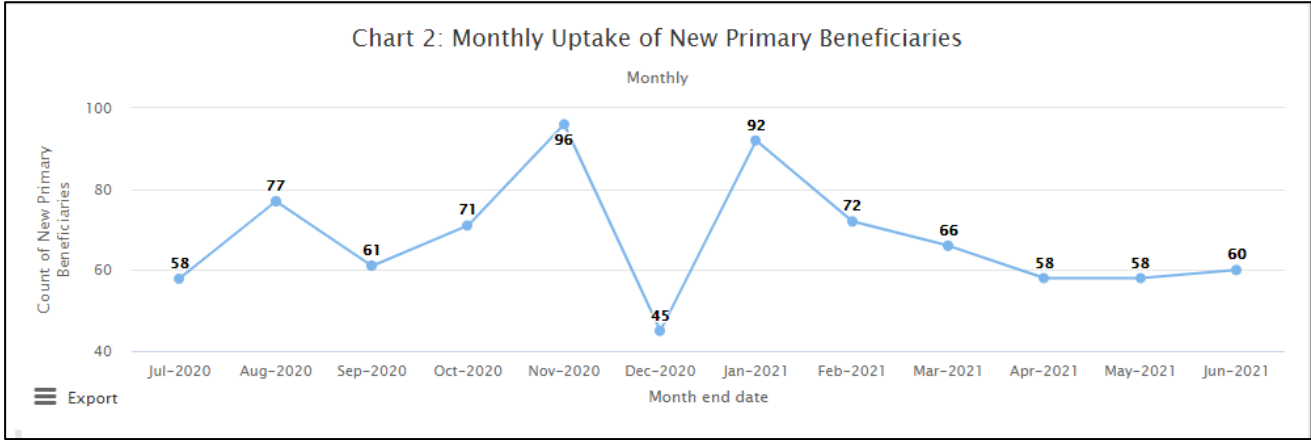
8th September 2021

Appendix One - Programme Activity Data Dashboard Extract

The total number of direct beneficiaries served by the ABSS Programme in the 12-month period ending 30th June 2021 was 1,643 which represents **34.1%** of all potential beneficiaries. This continues the gentle upward trend since March 2021 indicating a recovery from the effects of COVID-19.



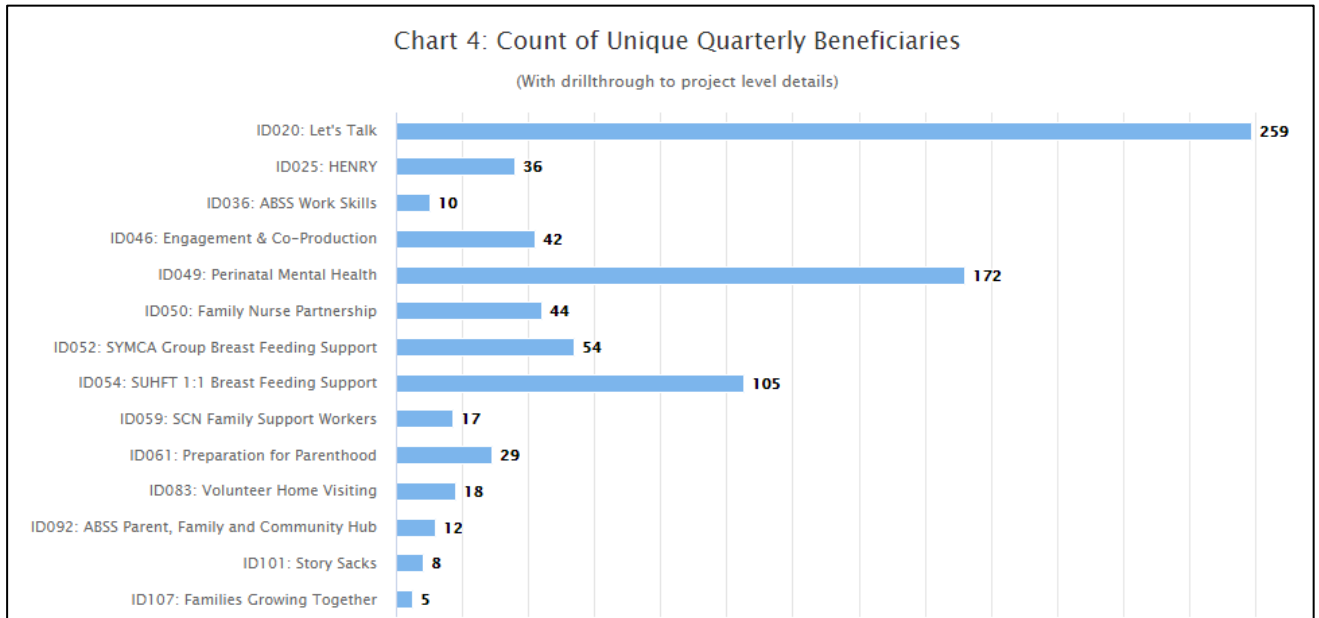
New families continue to be introduced to the ABSS Programme, although the number of new monthly beneficiaries in early 2021 has fallen in a similar way to those in 2020, during the winter and early spring months. It is expected that these numbers will continue to rise over the coming months.



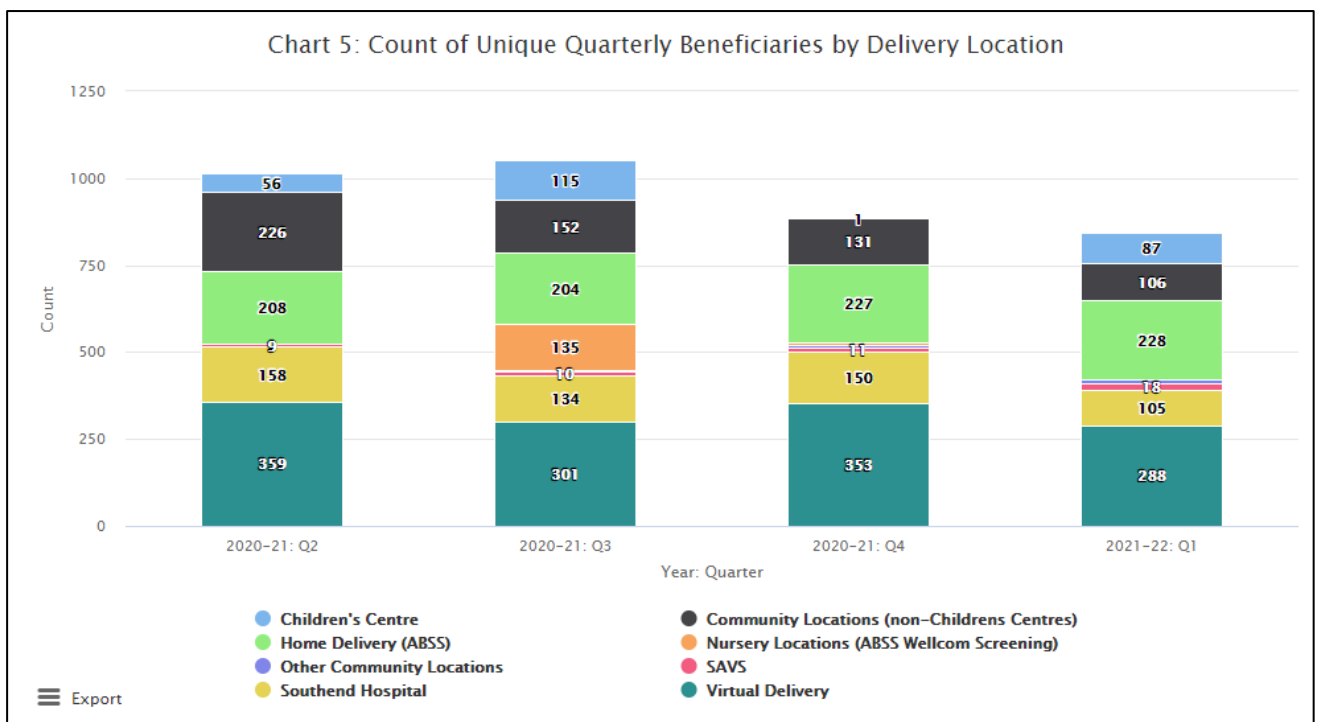
When looking at all beneficiaries from the start of the Programme in 2015, the proportion of those that were recruited in the 2021-2022 financial year is 4.3%, demonstrating that the Programme continues to draw in new beneficiaries in addition to working with families who were recruited in previous years.

During Quarter 1 of 2021-2022, the most active projects were **'Let's Talk'**, **'Perinatal Mental Health'** and **'1:1 Breastfeeding Support'**, in terms of the numbers of beneficiaries worked with during that period. Three new projects are now in active delivery and reporting beneficiaries:

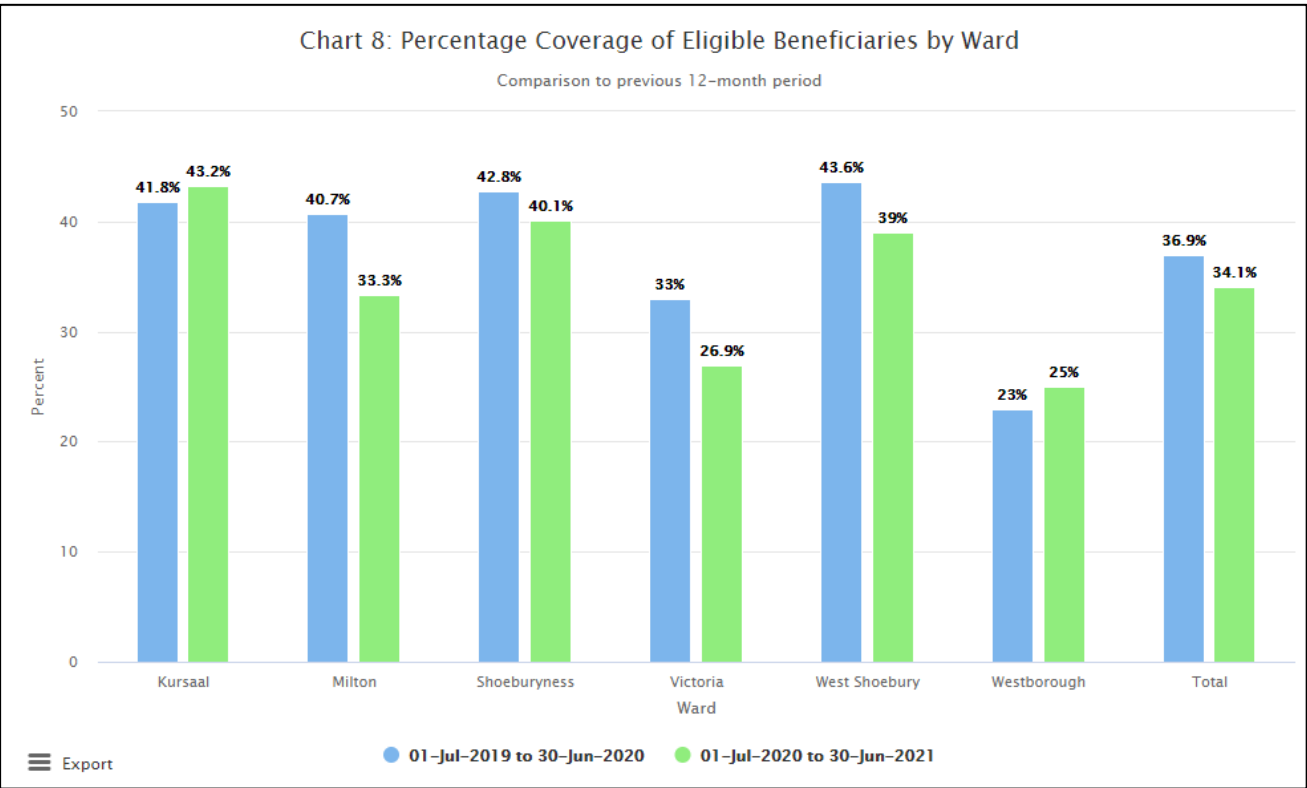
- ID092: ABSS Parent, Family and Community Hub
- ID101: Story Sacks
- ID107: Families Growing Together



The quarterly delivery summary shows the extent to which projects moved to both virtual and home delivery in order to mitigate the effects of lockdown. Quarter 1 of 2021-2022 however now shows a partial return to Children's Centre delivery.

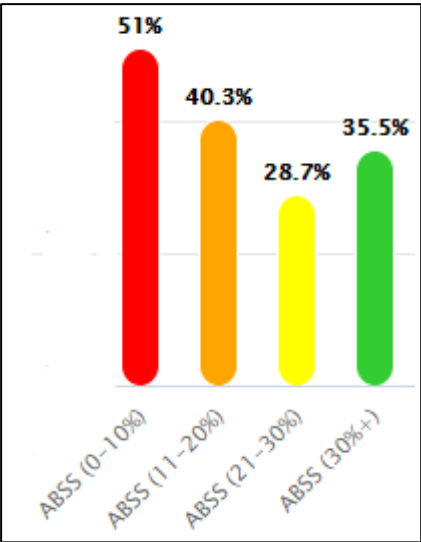


A comparison of delivery by ward within the previous 12-month period reveals there was an increase in the proportion of beneficiaries served in Kursaal and Westborough for the period ending June 2021. The delivery across the ABSS area has fallen, however from 37% to 34% in the most recent year, largely due to the decreased coverage in Milton, Victoria, Shoeburyness and West Shoebury.

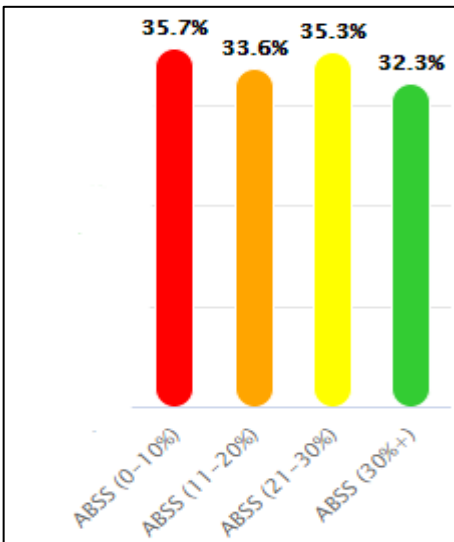


When looking at coverage by deprivation, it can be seen that the reduction in numbers of beneficiaries has had a different effect at each of the deprivation levels. The proportion of families from areas in the top 10% of deprivation has fallen from just over one half in the 12-month period ending June 2020 to just over a third for the period ending June 2021. A similar proportion of beneficiaries has been engaged in the latest 12-month period from each of the deprivation areas.

12-month period ending June 2020



12-month period ending June 2021



Appendix Two - Case Study

ABSS Project: Let's Talk - EPUT

Case Study Title: A range of support to encourage speech and communications

Background:

DH was referred to the ABSS Let's Talk team by their mother in July 2020. As D would have been invited to a 23 month check the following month, it was decided that this screen would be the most appropriate to do. D's mother raised concerns that D wasn't using many words.

Intervention:

DH was seen for a 23-month check appointment via a video call within 2 weeks by an ABSS Speech and Language Therapy Assistant (SLTA). D scored 3/5 for the Understanding section and 1/5 for the Expressive Language section, indicating a delay in her language development.

D's parents were sent some activities to try at home, from the WellComm Big Book of Ideas which related to D's specific difficulties. They were also added to the waiting list for the ABSS Toddler A course which is 1:1 via video link.

D's parents were offered 2 video appointments 3 weeks later, held 2 weeks apart, during which the SLTA modelled different activities from the Talking Toddlers course. Both parents were present, and D joined in, watching the activities intermittently and vocalising some words.

The family were offered a follow-up appointment with the Speech & Language Therapist, but contact was lost temporarily.

D was finally seen by the SLT via video link in December when D's mother reported progress with the number of words D was using but the SLT was unable to get a sample of speech in the session, and D didn't engage well during the session. However, D's mother reported that she had continued to follow the activities demonstrated by the SLTA and subsequently continued to do so until a further video appointment in March.

At this appointment with the SLT D's mother reported that she was 'really pleased' with D's progress, had started to put words together such as 'here I am' and 'I don't know it'. They were now 'identifying colours' and 'can say the name of five of them'. D's mother reported that she was now playing lots with D and asking them questions as she had learnt to do.

During the session it was noted that D was easily distracted and that their speech at a single word level was unclear. Advice was given around reducing questions to promote the use of language and it was agreed that D would benefit from attendance at a further Toddler course.

There was a further disruption to the care package as D's parents were not responding to phone calls, but their Health Visitor then advised that texting was the best way of communicating with the family and three appointments for face-to-face 1:1 appointments were arranged.

D and their mother attended all three appointments. D remained very reluctant to vocalise until the final session when a few words were heard. D's mother reported that D uses gesture at nursery to get their needs met and was very reluctant to verbalise outside the house.

A number of ABSS top tips links, activity ideas and ABSS SLT team video links were sent via email and a follow-up phone call was arranged.

Outcomes and benefits:

ABSS SLT team will continue to support DH until the age of 4 years old.

DH has made progress in their speech and language but remains a reluctant talker in social settings. They will need continued support, including giving advice and tips to their nursery.

D's mother has been fully engaged throughout the year and has embraced both video appointments and 1:1 face-to-face appointments under strict Covid conditions. There have been difficulties communicating with D's parents on occasions which have interrupted care but once the Health Visitor explained that D's mother responds better to texting, there have been no more issues.

This is a good example of what can be achieved when a child's language development difficulties are identified at an early age. Despite contact issues there is still plenty of time to make a significant difference and for there to be a positive outcome for D's speech and language development.

Appendix Three - Project Names and Workstreams

Project Title	Work Stream	Delivery Status	Delivery Partner
121 Breastfeeding	D & N	In Delivery	MSE Hospital Trust (previously SUHFT)
Bump to Breast Group Support	D & N	In Delivery	YMCA
3 - 4 Month Contact	D & N	Mobilisation	SBC
HENRY	D & N	In Delivery	HENRY
Southend Supports Breastfeeding	D & N	In Delivery	SBC & EYA
Infant Feeding Supervisor Lead	D & N	Mobilisation	SBC
Maternal Healthy Weight	D & N	Paused	TBD
Public Health Midwife	D & N	Mobilisation	SBC
Family Nurse Partnership	S & E	In Delivery	EPUT
Perinatal Mental Health	S & E	In Delivery	EPUT
FSW Social Communication Needs (SCN)	S & E	In Delivery	SBC & EYA
YourFamily	S & E	Mobilisation	ABSS/EYA
Preparation for Parenthood	S & E	In Delivery	HENRY
Volunteer Home Visiting Service	S & E	In Delivery	Home Start
Families Growing Together	S & E	In Delivery	Trust Links
IDVA	S & E	Service Design	SafeSteps
Let's Talk	C & L	In Delivery	EPUT
23 Month Screening	C & L		
Attention ABS	C & L		
Chatting Children	C & L		
Follow Up Sessions	C & L		
Project Home and Early Years Setting	C & L		
Babbling Babies	C & L		
Little Listeners	C & L		
Super Sounds	C & L		
Talking Tiddlers	C & L		
Talking Toddlers	C & L		
Talking Walk Ins	C & L		
Wellcomm Screening	C & L		
First and Foremost	C & L	In Delivery	EYA
Talking Transitions	C & L	In Delivery	EYA
Engagement	CR	In Delivery	SAVS
Engagement Fund	CR	In Delivery	SAVS
Community, Ideas and Development Fund	CR	In Delivery	SAVS

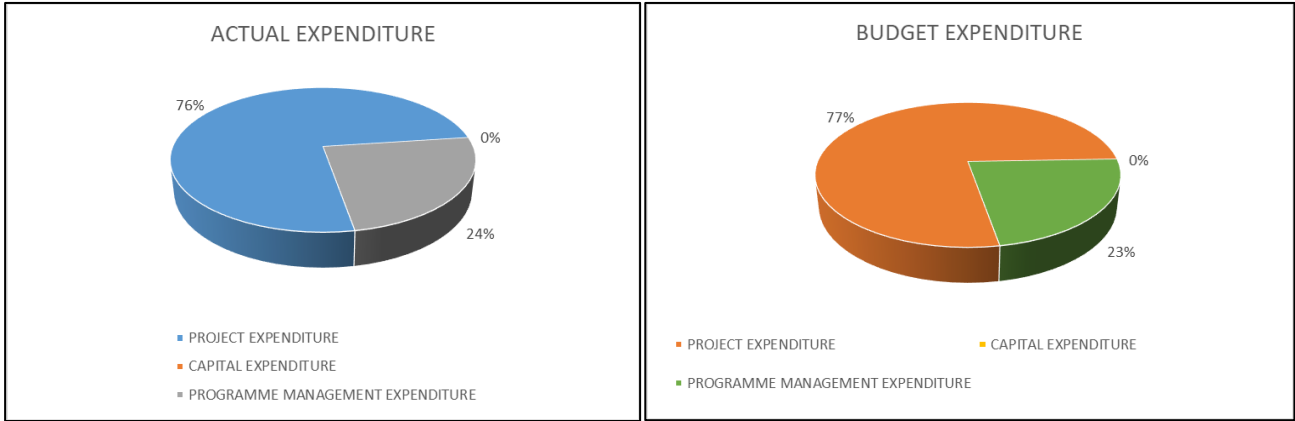
Story Sacks	CR	In Delivery	SAVS/EPUT/Southend Libraries
Umbilical Chords	CR	In Delivery	YMCA
Coproduction Champion	CR	In Delivery	SAVS, EYA, SBC
ABSS Parent, Family and Community Hub	CR	In Delivery	ABSS/EYA
Work Skills	CR	In Delivery	SBC
Welcome to the UK (creche services)	SC	In Delivery	Welcome to the UK
Data Input - ESTART	SC	In Delivery	Family Action
First and Foremost	SC	In Delivery	ABSS/EYA
0-19 mapping	SC	In Delivery	Dartington
SBC Data Analysis	SC	In Delivery	SBC
Programme Evaluation Partnership	SC	In Delivery	UofE
RSM Summative Evaluation	SC	In Delivery	RSM
Information Governance Specialist Consultant	SC	In Delivery	K8 Data Protection Consultant
Joint Paediatric Clinic	SC	Paused	Southend CCG

Appendix Four - Q4 2020-2021 Management Accounts

**SUMMARY MANAGEMENT ACCOUNTS - CONFIDENTIAL
YEAR TO 31 MARCH 2021**

The management accounts for the A Better Start Southend (ABSS) programme show income received, and expenditure incurred during this financial year. Management accounts are presented to the ABSS Partnership Board quarterly, coinciding with the submission of returns to the National Lottery Community Fund. More detailed monthly accounts are reviewed by the ABSS Finance and Risk Group.

The accounts for the financial period from 1 April 2020 to 31 March 2021 show project expenditure of £2,332,000, capital expenditure of £0 and programme management (PMO) expenditure of £750,000. These are represented as a percentage of total spend in the first chart.



The 2020-21 Q4 Management Accounts show an underspend against budget for all project workstreams total £977,000 for the 2020/21 programme year. ABSS pays for delivery based on actual expenditure, and this has been lower during the COVID-19 pandemic for a number of reasons:

- slower mobilisation of key projects/programmes and pauses of key ABSS projects, for example, those relying on NHS delivery partners;
- some delivery partners experiencing vacancy and recruitment challenges;
- significant savings on existing projects that have had to adopt different delivery models leading to cost savings, for example on irrecoverable VAT, travel, room bookings, physical resources and creche services.

Unless otherwise stated, underspends in any one reporting period will be rolled over for utilisation on direct programme delivery activity in subsequent reporting periods. Members of the ABSS Finance and Risk Group are continuously and rigorously reviewing the ABSS Programme underspend as part of its risk management strategy.

The ABSS Partnership Board has a target that core governance, management, administration and overhead costs will be below 30% of total programme costs. This target meets expectations of TNLCF. In recent reporting periods, the programme has been slightly over this target, principally due to reductions in overall project costs associated with the Coronavirus/COVID-19 pandemic. However, the proportion of core governance, management, administration and overhead costs, in relation to total Programme costs in the current reporting period is 24%. This is regularly reviewed by the Finance and Risk Group.

Summary Management Accounts - Confidential

Period: QUARTER FOUR 2020-21

Period: APRIL to MARCH 2021

	Actual	Budget	Variance (adverse) or favourable
	£	£	£
INCOME			
REVENUE FUNDING RECEIVED FROM BIG LOTTERY FUND	2,685,000	4,287,000	(1,602,000)
CAPITAL FUNDING RECEIVED FROM BIG LOTTERY FUND	-	-	-
LEVERAGED INCOME	295,000	-	295,000
TOTAL INCOME	2,980,000	4,287,000	(1,307,000)
EXPENDITURE			
PROJECTS			
SOCIAL AND EMOTIONAL	729,000	982,000	253,000
COMMUNICATION AND LANGUAGE	388,000	471,000	83,000
DIET AND NUTRITION	437,000	745,000	308,000
SYSTEM CHANGE	199,000	367,000	168,000
COMMUNITY RESILIENCE	446,000	581,000	135,000
SUSTAINABILITY AND LEGACY PLAN	16,000	75,000	59,000
CRECHE SERVICES	77,000	88,000	11,000
MONITORING & EVALUATION	40,000	-	(40,000)
PROJECT EXPENDITURE	2,332,000	3,309,000	977,000
SALARIES AND SECONDMENTS	392,000	692,000	300,000
OTHER PMO COSTS	358,000	285,000	(73,000)
PROGRAMME MANAGEMENT EXPENDITURE	750,000	977,000	227,000
TOTAL REVENUE EXPENDITURE	3,082,000	4,286,000	1,204,000
CAPITAL EXPENDITURE	-	-	-
LEVERAGED COSTS	295,000	-	(295,000)
TOTAL EXPENDITURE	3,377,000	4,286,000	909,000
NET FUNDING IN ADVANCE/(OWED)	(397,000)	1,000	(398,000)
CUMULATIVE FIGURES FROM START UP TO DATE	£		
INCOME	16,558,000		
PROJECT EXPENDITURE	8,960,000		
PROGRAMME MANAGEMENT EXPENDITURE	5,917,000		
CAPITAL EXPENDITURE	542,000		
LEVERAGED	992,000		
TOTAL EXPENDITURE	16,411,000		
NET FUNDING IN ADVANCE/(OWED)	147,000		

CONVENTION: Brackets around a number signify either an amount owed by the Big Lottery or an adverse variance (ie income less than budget or expenditure greater than budget)

Southend Health & Wellbeing Board

Report of the Director of Public Health

To
Health & Wellbeing Board

on
8 September 2021

Report prepared by: Benedict Leigh, Director Commissioning

Agenda
Item No.

11

For information only		For discussion		Approval required	x
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Better Care Fund

(Southend on Sea Borough Council/ Southend Clinical Commissioning Group)

Section 75 agreement 2020-2023 and Better Care Fund Plan 2021-22

Part 1 (Public Agenda Item)

Purpose

This report is seeking approval of a Section 75 partnership agreement between Southend on Sea Borough Council and Southend Clinical Commissioning Group for the management of the Better Care Fund (BCF) for the period 2020-2023. The proposed framework agreement is included in the Appendix to this report.

The report also outlines the BCF national policy framework for 2021-22 with funding priorities and conditions in preparation for further guidance and templates and submission of a local BCF plan for Southend which are expected to be issued by NHS England in either September or October 2021.

Recommendation

That the Board approves the proposed Section 75 agreement for the management of the Better Care Fund and notes that the schedules to the agreement relating to the Better Care Fund plan for 2021- 22 will need to be updated once the detailed guidance is issued from NHS England, expected by October 2021.

Following the publication of the detailed guidance and reporting templates for 2021-22, a Southend Better Care Fund Plan will need to be completed, approved by this Board and then submitted to NHS England.

Background

Report Title

Page 1 of 4

Report Number

The Better Care Fund (BCF) is one of the government's national vehicles for driving health and social care integration. It requires clinical commissioning groups (CCGs) and local government to agree a joint plan, owned by the Health and Wellbeing Board (HWBB). These are joint plans for using pooled or non-pooled budgets to support integration, governed by an agreement under Section 75 of the NHS Act (2006).

Councils are allowed to 'top up' the local fund by opting to increase resources allocated to the BCF. There is an annually agreed CCG minimum contribution for each area to the BCF. For the current (2021/22) financial year this contribution for Southend CCG is £14.3 Million. The intention is to shift resources into social care and community services from the NHS budget in England and save resources by keeping patients out of hospital.

BCF national policy framework 2021-22

Each year, the DHSC issues a BCF policy framework with national conditions and priorities for funding and guidance on the metrics to be used to measure outcomes. The policy framework for 2021-22 has only recently been published (August 2021).

The BCF funds are managed locally, and in each Local Authority area the Council is legally obliged to submit an agreed BCF plan jointly with their local Clinical Commissioning Group (CCG) which adheres to the national guidance. However, this year (2021/22) NHS England has not yet published any templates or detailed guidance for submission of this local BCF plan. This delayed guidance is now expected to be issued in either September or October 2021.

The national policy framework for 2021-22 sets out four national conditions:

- 1. A jointly agreed plan between local health and social care commissioners, signed off by the Health and Well Being Board (HWBB)**

The local authority and CCG must agree a plan for their local authority area that includes agreement on use of mandatory BCF funding streams. The plan must be signed off by the HWBB.

BCF plans should set out a joined-up approach to integrated, person-centred services across local health, care, housing, and wider public services. They should include arrangements for joint commissioning, and an agreed approach for embedding the current hospital discharge policy in relation to how BCF funding will support this.

- 2. NHS contribution to adult social care to be maintained in line with the uplift to the CCG minimum contribution**

The 2020 spending round confirmed the CCG contribution to the BCF will rise in actual terms by 5.3% to £4,263 billion. Minimum contributions to social care will also increase by 5.3%. The minimum expectation of spending for each HWB area is derived by applying the percentage increase in the CCG contribution to the BCF for the area to the 2020 to 2021 minimum social care maintenance figure for the HWBB.

These minimum expectations will be published alongside the BCF planning requirements expected in either September or October 2021. HWBBs should review spending on social care, funded by the CCG contribution to the BCF, to ensure the minimum expectations are met, in line with the national condition.

3. Invest in NHS-commissioned out-of-hospital services

BCF narrative plans should set out the approach to delivering this aim locally, and how health and local authority partners will work together to deliver it.

Expenditure plans should show the schemes that are being commissioned from BCF funding sources to support this objective.

4. A plan for improving outcomes for people being discharged from hospital

This national condition requires areas to agree a joint plan to deliver health and social care services that support improvement in outcomes for people being discharged from hospital, including the implementation of the hospital discharge policy, and continued implementation of the High Impact Change Model for Managing Transfers of Care.

The High Impact Change Model for Managing Transfers of Care aims to focus support on helping local system partners minimise unnecessary hospital stays and to encourage them to consider new interventions. It offers a practical approach to supporting local health and care systems to manage patient flow and discharge and can be used to self-assess how local care and health systems are working now, and to reflect on, and plan for, action they can take to reduce delays throughout the year.

The local BCF plan should focus on improvements in the key metrics below:

1. reducing length of stay in hospital, measured through the percentage of hospital inpatients who have been in hospital for longer than 14 and 21 days
2. improving the proportion of people discharged home using data on discharge to their usual place of residence.

Once further guidance and submission templates are issued by NHS England, a Southend BCF plan for 2021-22 will be completed and approval sought from this Board.

BCF Section 75 agreement Southend on Sea Borough Council and Southend Clinical Commissioning Group 2020-2023

A draft Section 75 framework agreement setting out how the BCF funds will be managed by Southend on Sea Borough Council and Southend Clinical Commissioning Group (CCG) is included as an Appendix to this report.

The proposed agreement is to cover the period 1 April 2020 to 31 March 2023. The previous agreement commenced in April 2015 and has now lapsed.

The BCF arrangements allow for the operation of pooled budgets where funds are jointly managed and controlled by both parties. For the current period, both the Council and the CCG have agreed not to operate using this method but to keep the funds as non-pooled budgets. However, the aim in future years is to move towards pooled budgets and to include community equipment within the scope of a single agreement (this is currently included as a separate Section 75 agreement).

Provisional financial allocation of the BCF funds for both the Council and the CCG in 2021/22 is as set out in Schedule 2 of the framework agreement and in the table below:

Detail BCF	2021/22
	£000s
CCG Minimal Contribution	14,294
SBC Directly Commissioned Schemes	
Protecting Social Services	4,869
Reablement, including support for the Care Act 2014	1,736
Sub Total	6,606
Counter invoice from CCG to fund Directly Commissioned Schemes	7,689
CCG Directly Commissioned schemes	
EPUT community services	5,361
EPUT mental health services	1,616
Havens hospice grant	562
Contribution to Joint Pool	
Carers - no spend incurred	150
Sub-total	7,689

The Section 75 framework agreement has been shared and approved at the Southend BCF management group, a Partnership Board with representatives from the Council, CCG, NHS Acute and Provider Trusts, care provider associations and the voluntary and community sector in Southend. This group is part of the formal governance of the BCF in Southend as set out in Schedule 2 to the framework agreement.

Appendix

DRAFT SECTION 75 FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES USING THE BETTER CARE FUND
1 APRIL 2020- 31 MARCH 2023

Dated _____ **2021**

SOUTHEND ON SEA BOROUGH COUNCIL
and
NHS SOUTHEND CLINICAL COMMISSIONING GROUP

**FRAMEWORK PARTNERSHIP AGREEMENT RELATING
TO THE COMMISSIONING OF HEALTH AND SOCIAL
CARE SERVICES USING THE BETTER CARE FUND
1 APRIL 2020- 31 MARCH 2023**

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1 DEFINED TERMS AND INTERPRETATION¹

1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 23, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

Annual Report means the annual report produced by the Partners in accordance with Clause 20 (Review)

Approved Expenditure means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Service above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

BCF Quarterly Report means the quarterly report produced by the Partners and provided to the Health and Wellbeing Board

BCF 2020 Agreement means the agreement between the Parties in respect of the Better Care Fund for the period commencing 1 April 2020

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan agreed by the Partners for the relevant Financial Year setting out the Partners plan for the use of the Better Care Fund [as attached as Schedule 6].

Better Care Fund Requirements means any and all requirements on the CCG and Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health.

CCG Statutory Duties means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the Commencement Date

Commencement Date means 00:01 hrs on 1 April 2020.

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

¹ Definitions should be finalised once main body of Agreement is finalised.

- (a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- (c) which is a trade secret.

Contract Price means any sum payable under a Services Contract as consideration for the provision of goods, equipment or services as required as part of the Services and which, for the avoidance of doubt, does not include any Default Liability.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract.²

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund in any Financial Year.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
- (b) acts of terrorism;
- (c) acts of God;
- (d) fire or flood;
- (e) industrial action;
- (f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
- (g) any form of contamination or virus outbreak; and
- (h) any other event,

in each case where such event is beyond the reasonable control of the Partner claiming relief

Functions means the NHS Functions and the Health Related Functions

Health Related Functions means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.³

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund and for any Non Pooled Fund the Partner that will host the Non Pooled Fund

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

² Default Liability are costs incurred by a lead partner as a result of that Partner breaching a contract. Will the Lead Partner be able to use Pooled Fund monies to cover these costs? Should this be expanded to cover other liabilities such as Judicial Review liabilities of either Partner? Further consideration will always be needed on this.

³ Here and in the definition of NHS functions the widest definition is used. This should be cut down in the relevant specification to identify the function being undertaken in the commissioning of the particular service.

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other in exercise of both the NHS Functions and Council Functions through integrated structures.

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.

Law means:

- (a) any statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- (d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Health Related Functions.

Lead Partner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the National Guidance as are amended or replaced from time to time.

National Guidance means any and all guidance in relation to the Better Care Fund as issued from time to time by NHS England, the Department of Communities and Local Government, the Department of Health, the Local Government Association either collectively or separately.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the CCG as are relevant to the commissioning of the Services and which may be further described in each Service Schedule.

Non Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification.

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause [8.4].

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year.

Partner means each of the CCG and the Council, and references to "**Partners**" shall be construed accordingly.

Partnership Board⁴ means the partnership board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 2 or such other arrangements for governance as the Partners agree.

Partnership Board Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the Partnership Board on a Quarterly basis

Permitted Budget means in relation to a Service where the Council is the Provider, the budget that the Partners have set in relation to the particular Service.

Permitted Expenditure has the meaning given in Clause [7.3].

Personal Data means Personal Data as defined by the 1998 Act.

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause [10].

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement [including the Council where the Council is a provider of any Services].

Public Health England means the SOSH trading as Public Health England.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended).

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the 1998 Act.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement entered into by one or more of the Partners in exercise of its obligations under this Agreement to secure the provision of the Services in accordance with the relevant Individual Scheme.

Service Users means those individual for whom the Partners have a responsibility to commission the Services.

SOSH means the Secretary of State for Health.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Partnership Board.⁵

Underspend means any expenditure from the Pooled Fund in a Financial Year which is less than the aggregate value of the Financial Contributions for that Financial Year.

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency

⁵ For discussion between the Parties. These are costs incurred by a Lead Partner such as legal fees and any other professional fees that have to be paid to a third party. The Parties should consider whether any third party costs can be paid for using Pooled Funds. For discussion between the Parties. The current drafting provides that these can be charged where it is agreed specifically in a Service Specification or with prior agreement of both parties.

then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

- 2.1 This Agreement shall come into force on the Commencement Date
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause [21]
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners.
- 2.4 This Agreement supersedes the BCF 2015 Agreement without prejudice to the rights and liabilities of the Partners under the BCF 2015 Agreement.

3 GENERAL PRINCIPLES⁶

- 3.1 Nothing in this Agreement shall affect:
- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or
 - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2 The Partners agree to:
- 3.2.1 treat each other with respect and an equality of esteem;
 - 3.2.2 be open with information about the performance and financial status of each; and
 - 3.2.3 provide early information and notice about relevant problems.
- 3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

4 PARTNERSHIP FLEXIBILITIES

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to commission services. This may include one or more of the following commissioning mechanisms:
- 4.1.1 Lead Commissioning Arrangements;
 - 4.1.2 Integrated Commissioning;
 - 4.1.3 Joint (Aligned) Commissioning
 - 4.1.4 the establishment of one or more Pooled Funds
- in relation to Individual Schemes (the "Flexibilities")
- 4.2 Where there is Lead Commissioning Arrangements and the CCG is Lead Partner the Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related

Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

4.3 Where there is Lead Commissioning Arrangements and the Council is Lead Partner, the CCG delegates to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.⁷

4.5 [At the Commencement Date the Partners agree that the following shall be in place:

4.5.1 The following Individual Schemes with Lead Commissioning with Council as Lead Partner:

- (a) Dementia Support
- (b) Single Point of Access
- (c) Hospital Team
- (d) PCN and Locality Development
- (e) Residential Provision
- (f) Home Care
- (g) Reablement
- (h) Children with Disabilities (Section 17)
- (i) Adoption Services

4.5.2 The following Individual Schemes with Lead Commissioning with CCG as Lead Partner:

Community Service Lines

- a) Integrated Community Teams
- b) Collaborative Care Team
- c) SPOR (Health Element)
- d) Tissue Viability
- e) Leg Ulcer
- f) Stroke (Community Service)
- g) Pressure Relieving Equipment
- h) Continence
- i) Wheelchair Services

- j) Therapy Input
- k) Occupational Therapy
- l) SWIFT/UCRT Original
- m) Enhanced Heart Failure
- n) UCRT Enhanced Service

Mental Health Service Lines

- a) Older People Community Mental Health Teams (inc. Assessment Service)
- b) Dementia Intensive Support Team
- c) Older People Day Care (Mental Health)
- d) Reablement Beds

FUNCTIONS

- 4.6 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 4.7 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.
- 4.8 The Scheme Specifications for the Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 1 Part 2.
- 4.9 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and approved by each Partner [in accordance with the variation procedure set out in Clause 30 (Variations)]. Each new Scheme Specification shall be substantially in the form set out in Schedule 1 Part 1.
- 4.10 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 4.11 The introduction of any Individual Scheme will be subject to business case approval by the [Partnership Board]⁸ [in accordance with the variation procedure set out in Clause 29 (Variations)].

5 COMMISSIONING ARRANGEMENTS

General

- 5.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification
- 5.2 The Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.
- 5.3 The Partners shall comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned.

- 5.4 Each Partner shall keep the other Partner and the Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.
- 5.5 Where there are Integrated Commissioning or Lead Commissioning Arrangements in respect of an Individual Scheme then prior to any new Services Contract being entered into the Partners shall agree in writing:
- 5.5.1 how the liability under each Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme; and
- 5.5.2 whether the Services Contract should give rights to third parties (and in particular if a Partner is not a party to the Services Contract to that Partner, the Partners shall consider whether or not the Partner that is not to be a party to the Services Contract should be afforded any rights to enforce any terms of the Services Contract under the Contracts (Rights of Third Parties) Act 1999 and if it is agreed that such rights should be afforded the Partner entering the Services Contract shall ensure as far as is reasonably possible that such rights that have been agreed are included in the Services Contract and shall establish how liability under the Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme.)
- 5.6 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Services Contracts.

Integrated Commissioning

- 5.7 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:
- 5.7.1 the Partners shall work in cooperation and shall endeavour to ensure that Services in fulfilment of the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 5.7.2 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

Appointment of a Lead Partner

- 5.8 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall:
- 5.8.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
- 5.8.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
- 5.8.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- 5.8.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;
- 5.8.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;

- 5.8.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the “Commissioner” and “Co-ordinating Commissioner” with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- ⁹undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;¹⁰
- 5.8.7 make payment of all sums due to a Provider pursuant to the terms of any Services Contract; and
- 5.8.8 keep the other Partner and Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

6 ESTABLISHMENT OF A POOLED FUND

- 6.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners as set out in the Service Specifications. At the Commencement Date there shall be a single Pooled Fund in respect of this Agreement
- 6.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 6.3 Subject to Clause 6.4, it is agreed that the monies held in a Pooled Fund may only be expended on the following:
- 6.3.1 the Contract Price;
- 6.3.2 where the Council is to be the Provider, the Permitted Budget;
- 6.3.3 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board
- 6.3.4 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board
- ("Permitted Expenditure")
- 6.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.
- 6.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 6.4.
- 6.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
- 6.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
- 6.6.2 providing the financial administrative systems for the Pooled Fund; and
- 6.6.3 appointing the Pooled Fund Manager;
- 6.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

7 POOLED FUND MANAGEMENT – NB NOT CURRENTLY IN USE

- 7.1 When introducing a Pooled Fund, the Partners shall agree:
- 7.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
 - 7.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 7.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:
- 7.2.1 the day to day operation and management of the Pooled Fund;
 - 7.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
 - 7.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 7.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 7.2.5 reporting to the Partnership Board as required by this Agreement and by the Partnership Board;
 - 7.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 7.2.7 preparing and submitting to the Partnership Board Quarterly Reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance;
 - 7.2.8 preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.
- 7.3 In carrying out their responsibilities as provided under Clause 8.2, the Pooled Fund Manager shall:
- 7.3.1 have regard to National Guidance and the recommendations of the Partnership Board; and
 - 7.3.2 be accountable to the Partners for delivery of those responsibilities.
- 7.4 The Partnership Board may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

8 NON POOLED FUNDS

- 8.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.
- 8.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

8.2.1 which Partner if any¹¹ shall host the Non-Pooled Fund

8.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.

8.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.

8.4 [Both Partners shall ensure that any Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification]

8.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:

8.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the CCG Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and

8.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

9 FINANCIAL CONTRIBUTIONS

9.1 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in Schedule 3.

9.2 The Financial Contribution of the CCG and the Council to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation shall be subject to review by the Partners and in line with national guidance.

9.3 Financial contributions in each financial year shall be paid to the fund in twelve [insert alternative proposal based on previous arrangements] equal instalments receivable on the 5th working day of the month commencing April 2021.

9.4 With the exception of Clause [13], no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Partnership Board minutes and recorded in the budget statement as a separate item.

10 NON FINANCIAL CONTRIBUTIONS

10.1 Unless set out in a Scheme Specification or otherwise agreed by the Partners, each Partner shall provide the non-financial contributions for any Service that they are Lead Partner or as required in order to comply with its obligations under this Agreement in respect of the commissioning of a particular Service. These contributions shall be provided at no charge to the other Partners or to the Pooled Fund.

10.2 Each Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of Services Contracts and the Pooled Fund).

11 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

- 11.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance.

Overspends in Pooled Fund

- 11.2 Subject to Clause 12.1, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.
- 11.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.4.
- 11.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule [3] shall apply.

Overspends in Non Pooled Funds

- 11.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.
- 11.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partner [and the Partnership Board].

Underspend

- 11.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 3 shall apply. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

12 CAPITAL EXPENDITURE

- 12.1 Except as provided in Clause 12.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.
- 12.2 The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

13 VAT

The Partners shall agree the treatment of each Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

14 AUDIT AND RIGHT OF ACCESS

- 14.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under section

28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

- 14.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.
- 14.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

15 LIABILITIES AND INSURANCE AND INDEMNITY

- 15.1 [Subject to Clause 16.2, and 16.3, if a Partner (“First Partner”) incurs a Loss arising out of or in connection with this Agreement (including a Loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner (“Other Partner”) which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 15.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.
- 15.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
- 15.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
 - 15.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
 - 15.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 15.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement).
- 15.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

Conduct of Claims

- 15.6 In respect of the indemnities given in this Clause 15:

- 15.6.1 the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;
- 15.6.2 the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.
- 15.6.3 the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

16 STANDARDS OF CONDUCT AND SERVICE

- 16.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 16.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 16.3 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.
- 16.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

17 CONFLICTS OF INTEREST

- 17.1 The Partners shall comply with the policy for identifying and managing conflicts of interest as agreed by the Partners from time to time.

18 GOVERNANCE

- 18.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 18.2 The Partners have established a Partnership Board- to be known as the "Southend Better Care Fund Management Group" to
 - 19.2.1 Approve commencement of new activity
 - 19.2.2 Approve roles and responsibilities
 - 19.2.3 Delegate assurance roles
 - 19.2.4 Review definition documents
 - 19.2.5 Agree scope extensions to existing activities

- 19.2.6 Agree addition of projects
- 19.2.7 Act as an escalation point for any issues that cannot be resolved at the project or work stream level
- 19.2.8 Monitoring and programme finances
- 19.2.9 Ensuring progress against significant milestones and strategic objectives
- 19.2.10 Approving any required changes
- 19.2.11 Monitoring any significant risks and issues
- 19.2.12 Agree communications
- 19.2.13 Agree project closures and benefit reports

The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.

- 18.3 The terms of reference of the Partnership Board shall be as set out in Schedule [2] as may be amended or varied by written agreed from time to time.
- 18.4 Each Partner shall nominate an overall BCF Lead. For Southend on Sea Borough Council this is Taslima Qureshi, Head of Strategic Commissioning and for Southend CCG this is Hugh Johnston, Interim Head of Transformation.
- 18.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 18.6 The Partnership Board shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 3.
- 18.7 The Health and Wellbeing Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.
- 18.8 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Partnership Board and Health and Wellbeing Board.

19 REVIEW

- 19.1 The Partners shall produce a BCF Quarterly Report which shall be provided to the Health and Wellbeing Board in such form and setting out such information as required by National Guidance and any additional information required by the Health and Wellbeing Board or National Commissioning Board
- 19.2 Save where the Partnership Board agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any [Pooled Fund and Non Pooled Fund] and the provision of the Services within 3 Months of the end of each Financial Year.
- 19.3 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith.
- 19.4 The Partners shall within 20 Working Days of the annual review prepare an Annual Report including the information as required by National Guidance and any other information required by the Health

and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and Partnership Board.

- 19.5 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

20 COMPLAINTS

The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

21 TERMINATION & DEFAULT

- 21.1 Unless otherwise agreed in the relevant Scheme Specification, each Individual Scheme may be terminated by either Partner giving not less than 12]Months' notice in writing or such shorter notice period agreed between the Partners provided that:

21.1.1 such termination is possible in accordance with the National Guidance and Law; and

21.1.2 that the Partners ensure that the statutory Better Care Fund Requirements continue to be met, and

for the avoidance of doubt the operation of the Agreement shall continue in respect of the remaining Individual Services.

- 21.2 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.

- 21.3 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses 12,15,16,21,22,25,26,27,28,32,33,37 and 39¹²

- 21.4 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.

- 21.5 Upon termination of this Agreement for any reason whatsoever the following shall apply:

21.5.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

21.5.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

21.5.3 the Lead Partner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Partner shall not be required to make any

payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

21.5.4 where a Service Contract held by a Lead Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Partner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

21.5.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

21.5.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

21.6 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

22 DISPUTE RESOLUTION

22.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

22.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 22.1, at a meeting convened for the purpose of resolving the dispute.

22.3 If the dispute remains after the meeting detailed in Clause 22.2 has taken place, the Partners' respective Chief Executive and the CCG Chair or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.

22.4 If the dispute remains after the meeting detailed in Clause 22.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

22.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

23 FORCE MAJEURE

23.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

23.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including

evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

23.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.

23.4 If the Force Majeure Event continues for a period of more than [sixty (60) days], either Partner shall have the right to terminate the Agreement by giving [fourteen (14) days] written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

24 CONFIDENTIALITY

24.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

24.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

24.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

24.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

24.3 Each Partner:

24.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

24.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;

24.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

25 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

25.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

25.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

26 OMBUDSMEN

The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

27 INFORMATION SHARING

The Partners will comply with the information governance protocol as agreed between the Partners from time to time.

28 NOTICES

28.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

28.1.1 personally delivered, at the time of delivery;

28.1.2 sent by facsimile, at the time of transmission;

28.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and

28.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

28.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

28.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

28.3.1 if to the Council, addressed to the Executive Director Adults and Communities, Tandra Forster;

Tel: 01702 215000
Fax: 01702 534618
Email: tandraforster@southend.gov.uk

and

28.3.2 if to the CCG, addressed to the NHS Alliance Director South East Essex, Patricia D'Orsi;

Tel: 07950 520 224
Email: patricia.dorsi@nhs.net

29 VARIATION

29.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners subject to approval by the Partnership Board as set out in this Clause.

29.2 Where the Partners agree that there will be:

29.2.1 a new Pooled Fund;

29.2.2 a new Individual Scheme; or

29.2.3 an amendment to a current Individual Scheme,

the Partnership Board shall agree the new or amended Individual Scheme and this must be signed by the Partners. A request to vary an Individual Scheme, which may include (without limitation) a change in the level of Financial Contributions or other matters set out in the relevant Scheme Specification may be made by any Partner but will require agreement from all of the Partners in accordance with the process set out in Clause 30.3. The notice period for any variation unless otherwise agreed by the Partners shall be 3 Months or in line with the notice period for variations within the associated Service Contract(s), whichever is the shortest.

29.3 The following approach shall, unless otherwise agreed, be followed by the Partnership Board:

29.3.1 on receipt of a request from one Partners to vary the Agreement including (without limitation) the introduction of a new Individual Scheme or amendments to an existing Individual Scheme, the Partnership Board will first undertake an impact assessment and identify those Service Contracts likely to be affected;

29.3.2 the Partnership Board will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partners holding the Service Contract/s is not put in breach of contract; its statutory obligations or financially disadvantaged;

29.3.3 wherever possible agreement will be reached to reduce the level of funding in the Service Contract(s) in line with any reduction in budget; and

29.3.4 should this not be possible and one Partner is left financially disadvantaged as a result of holding a Service Contract for which the budget has been reduced, then the financial risk will, unless otherwise agreed, be shared equally between the Partners¹³.

30 CHANGE IN LAW

30.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

30.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

30.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 22 (Dispute Resolution) shall apply.

31 WAIVER

No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

32 SEVERANCE

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

33 ASSIGNMENT AND SUB CONTRACTING

The Partners shall not subcontract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

34 EXCLUSION OF PARTNERSHIP AND AGENCY

34.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

34.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

34.2.1 act as an agent of the other;

34.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

34.2.3 bind the other in any way.

35 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

36 ENTIRE AGREEMENT

36.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

36.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

37 COUNTERPARTS

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

38 GOVERNING LAW AND JURISDICTION

38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

38.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement

THE CORPORATE SEAL of **THE**)
COUNCIL OF THE BOROUGH OF)
SOUTHEND ON SEA)
was hereunto affixed in the presence of:)

Signed for on behalf of **NHS SOUTHEND
CLINICAL COMMISSIONING GROUP**

Authorised Signatory

SCHEDULE 1 – SCHEME SPECIFICATIONS

For Southend on Sea Borough Council, the following schemes have been approved for the period 2021-22:

Scheme	Service/Scheme Description
Dementia Support	A community-based dementia support offer to support those living with dementia and their carers to live well and as independently as possible in the community.
Single Point of Access	Provision of a Single Point of Access to adult social care teams.
Hospital Team	Provision of a dedicated team to support the Discharge to Assess Policy and guidance
PCN and locality development	Aligned operational teams across adult social care and health co-located in Localities of Southend and geographically aligned with the Primary Care Networks (PCNs) in Southend.
Residential provision	Provision of residential care for those 65 and over.
Home Care	This scheme seeks to manage people being discharged from Southend hospital in the most appropriate way, maximising the use of community-based provision, reablement and minimising the use of long-term residential settings. This scheme will follow the locally agreed D2A protocols and the Home First approach.
Reablement	Re-ablement complements the work of intermediate care services and aims to provide a short term, time limited service to support people to retain or regain their independence at times of change and transition.
Children with Disabilities (Section 117)	Support for children with disabilities.
Adoption Services	Support with adoption of children and young people.

For Southend CCG, the following schemes have been agreed for 2021-22:

Mental Health Schemes	Service Description
Older People Community Mental Health Teams (inc. Assessment Service)	OPCMH delivers clinical assessment, social care assessment, capacity assessment, care planning, contingency and crisis planning, review, treatment and professional to professional advice and liaison.
Dementia Intensive Support Team	Wrap around, intensive support, professional to professional liaison, expert in- reach and multi-disciplinary case management for people diagnose with dementia and those with possible dementia.
Older People Day Care (Mental Health)	Older people's day services (occupational therapy), Mental Health in reach to older people's mental health day care facilities.
Reablement Beds	Discharge to assess and step down beds

Community Schemes	Service Description
Integrated Wound Care Services	The community wound care service exists to manage patients presenting with acute and chronic wounds including leg ulcers and clinical advice on tissue viability.
Stroke (Community Service) ESD	Stroke rehabilitation service to support Early Supportive Discharge (ESD team) which includes OT, Physio, SLT, Psychology and specialist nurses.

Pressure Relieving Equipment	Equipment designed to keep people well in a bed-based setting or where mobility is limited. Support to the wound management services with pressure relieving aids.
Continence Advisory Service	The Continence Advisory Service (Adult) provides a community-based nurse-led continence promotion and treatment of incontinence service, across SEE.
Wheelchair Services	The South East Essex Wheelchair Service provides wheelchairs to people meeting national criteria for wheelchairs.
Therapy Input	Therapy support to interim beds.
Occupational Therapy	The Occupational Therapy Team exists for adults (18+) who are unable to live independently at home by maximising their independence in performing activities of daily living, promoting dignity and preventing unnecessary admissions to hospital and support discharges.
Urgent Community Resource Team	A core aim of the Urgent Community Response Team is to reduce the number of avoidable attendances to A&E and admissions to hospital, and support early discharges from hospital, providing more effective crisis care pathways closer to home in the community.
Community Heart Failure Service	The Community Heart Failure Service exists to reduce hospital admissions and readmissions and length of stay for patients with confirmed Heart Failure and to optimise treatment, manage acute exacerbations of Heart Failure in the community setting.
Community Nursing Service (CNS)	The CNS provides anticipatory case management of health and social care needs in supporting independence in partnership with the individual and their carer(s) or family to deliver personalised care in their place of choice, and only attend hospital when it is unavoidable.
Integrated Palliative Care Service (IPC)	The IPC service provides community palliative care and End of Life (EOL) service through the management of Palliative Care Support Register (PCSR) and provision of domiciliary Specialist Palliative Nursing and EOL Care.
Community Coordination Centre	The CCC consists of a multidisciplinary team providing a professional facing referral management and assessment function allowing easy access to a range of intermediate care services and onward referral to the wider health and social care system to avoid unnecessary hospital/care home admission and the facilitation of hospital discharge.
Collaborative Care Team	The collaborative Care Team is a community-based rehabilitation service, providing evidence-based care to service users following an acute incident in the community or a hospital admission that requires a period of rehabilitation following a stroke, neurological event or an unstable fracture.
Care Coordination Service	The Care Co-ordination Service exists to significantly improve the co-ordination of health and social care services required to support those who are most vulnerable, living with frailty or multiple and complex needs to maintain their optimum level of independence and wellbeing, through the

provision of effective and coordinated services reducing the need for hospital admission.

SCHEDULE 2 – GOVERNANCE

1 Partnership Board [TO BE KNOWN AS THE SOUTHEND BCF MANAGEMENT GROUP]

1.1 The membership of the Partnership Board will be as follows:

1.1.1 CCG: Tricia D’Orsi, NHS Alliance Director, Ashley King NHS Alliance Finance Director, Simon Williams Deputy NHS Alliance Director

or a deputy to be notified to the other members in advance of any meeting;

1.1.2 the Council: Tandra Forster (Executive Director, Adults and Communities), Benedict Leigh (Director Commissioning), Joe Chesterton (Executive Director Finance and Resources)

or a deputy to be notified in writing to Chair in advance of any meeting;

1.1.3 other organisations by invitation.

2 Role of Partnership Board

3 The Partnership Board shall provide:

3.1.1 Direction:

- Make recommendations to support delivery of the programme (eg: changes to the plans, schemes or budget)
- Provide a solution planning forum for barriers to delivery
- Approval of project and work-stream proposals and initiatives
- Oversee and direct the work of the programme on behalf of SBC and SCCG.

3.1.2 Assurance:

- Report on programme activity, including a quarterly report including direct reporting to the Health and Wellbeing Board
- Manage risks, issues and dependencies
- Evaluation of outcomes and associated decisions.

3.1.3 Communication:

- Stakeholder engagement and management including assisting the programme to achieve a high profile within the local area and wider community.

3.1.4 Sustainability:

- Ensure that there is a sustainable approach beyond the life of the programme, including decommissioning of projects and/or transitioning activity to “business as usual” when funding decreases.

4 Partnership Board Support

The Partnership Board will be supported by officers from the Partners from time to time.

5 Meetings

5.1 The Partnership Board will meet monthly at a time to be agreed.

- 5.1.1 The meeting will be quorate when there are:
 - 5.1.2 Two (2) voting members from the CCG: or a deputy of either to be notified to the Council in advance of any meeting; and
 - 5.1.3 Two (2) voting members from the Council or a deputy of either to be notified in writing to the CCG in advance of any meeting.
 - 5.1.4 Each party to the BCF section 75 (SCCG and SBC) shall have 3 voting members. Deputies for voting members may be notified in advance of the meeting. The appointed BCF officer for each party shall not be a voting member.
- 5.2 Decisions of the Partnership Board shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.
- 5.3 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.
- 5.4 Minutes of all decisions shall be kept and copied to the Authorised Officers within [seven (7)] days of every meeting. Minutes of the BCF Management Group will be a matter of public record and will be shared with the Southend Health and Wellbeing Board.

6 Delegated Authority

- 6.1 The BCF Management Group is authorised within the limit of delegated Authority for its members (which is received through their respective organisation's own standing orders and financial scheme of delegation).

7 Information and Reports

Each Pooled Fund Manager shall supply to the Partnership Board on a Quarterly basis the financial and activity information as required under the Agreement.

8 Post-termination

The Partnership Board shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

SCHEDULE 3 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS

- 1 Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of Agreement.
- 2 Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule 3.

Financial Contributions

- 3 Financial contributions in each financial year shall be paid to the fund in twelve equal instalments receivable on the 5th working day of the month commencing April 2021.

<u>Detail</u>	<u>2021/22</u>
CCG Minimum Contribution	14,294
<u>SBC Directly Commissioned Schemes</u>	
Protecting Social Services	4,869
Reablement, including supporting the Care Act	1,736
Sub-Total	6,606
Counter invoice from CCG to fund CCG Directly Commissioned Schemes	7,689
<u>CCG Directly Commissioned Schemes</u>	
EPUT Community Services	5,361
EPUT Mental Health Services	1,616
Havens Hospice Grant	562
Contribution to Joint Pool	
Carers - no spend incurred	150
Balance	
Sub-Total	7,689

Risk Share

Partners contributions will be limited to the value as identified within the included plans. There will be no risk share arrangements in place.,

Overspend

- 4 The Partnership Board shall consider what action to take in respect of any actual or potential Overspends
- 5 The Partnership Board shall act reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends which may include the following:
 - 5.1 whether there is any action that can be taken in order to contain expenditure;

SCHEDULE 4– JOINT WORKING OBLIGATIONS

Part 1 – LEAD PARTNER OBLIGATIONS

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

- 1 *The Lead Partner shall notify the other Partners if it receives or serves:*
 - 1.1 *a Change in Control Notice;*
 - 1.2 *a Notice of an Event of Force Majeure;*
 - 1.3 *a Contract Query;*
 - 1.4 *Exception Reports*
and provide copies of the same.
- 2 *The Lead Partner shall provide the other Partners with copies of any and all:*
 - 2.1 *CQUIN Performance Reports;*
 - 2.2 *Monthly Activity Reports;*
 - 2.3 *Review Records; and*
 - 2.4 *Remedial Action Plans;*
 - 2.5 *JI Reports;*
 - 2.6 *Service Quality Performance Report;*
- 3 *The Lead Partner shall consult with the other Partners before attending:*
 - 3.1 *an Activity Management Meeting;*
 - 3.2 *Contract Management Meeting;*
 - 3.3 *Review Meeting;*

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.
- 4 *The Lead Partner shall not:*
 - 4.1 *permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;*
 - 4.2 *vary any Provider Plans (excluding Remedial Action Plans);*
 - 4.3 *agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;*
 - 4.4 *give any approvals under the Service Contract;*
 - 4.5 *agree to or propose any variation to the Service Contract (including any Schedule or Appendices);*
 - 4.6 *suspend all or part of the Services;*

- 4.7 *serve any notice to terminate the Service Contract (in whole or in part);*
- 4.8 *serve any notice;*
- 4.9 *agree (or vary) the terms of a Succession Plan;*

without the prior approval of the other Partners (acting through the [JCB]) such approval not to be unreasonably withheld or delayed.
- 5 *The Lead Partner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.*
- 6 *The Lead Partner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution*
- 7 *The Lead Partner shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports)*

Part 2 – OBLIGATIONS OF THE OTHER PARTNER

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

- 1 *Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:*
 - 1.1 *resolve disputes pursuant to a Service Contract;*
 - 1.2 *comply with its obligations pursuant to a Service Contract and this Agreement;*
 - 1.3 *ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;*
- 2 *No Partner shall unreasonably withhold or delay consent requested by the Lead Partner.*
- 3 *Each Partner (other than the Lead Partner) shall:*
 - 3.1 *comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;*
 - 3.2 *notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.*

SCHEDULE 5 – PERFORMANCE ARRANGEMENTS

NOT USED

SCHEDULE 6 – BETTER CARE FUND PLAN

The schedules below detail the planned use of the overall BCF funds for both 2020/21 and 2021/22.

Southend BCF	2020/21	2021/22
	£000s	£000s
CCG Minimal Contribution	13,575	14,294
SBC Directly Commissioned Schemes		
Protecting Social Services		4,869
Reablement, including support for the Care Act 2014		1,736
Sub Total	6,424	6,606
Counter invoice from CCG to fund Directly Commissioned Schemes	7,151	7,689
CCG Directly Commissioned schemes		
EPUT community services		5,361
EPUT mental health services		1,616
Havens hospice grant		562
Community Health Services	6,489	
Contribution to Joint Pool	562	
Carers - no spend incurred	100	150
Sub-total	7,151	7,689

The table below reflects the associated service lines embedded within the EPUT contract for the financial year 2021-22.

<u>Southend BCF EPUT Contract BCF Values</u>	<u>21/22</u>
<u>Service Line</u>	
Integrated Community Teams	2,333
Collaborative Care Team	169
SPOR (Health Element)	112
Tissue Viability	50
Leg Ulcer	106
Stroke (Community Service)	161
Pressure Relieving Equipment	138
Continence	509
Wheelchair Services	524
Therapy Input	-
Occupational Therapy	612
SWIFT/UCRT Original	468
Enhanced Heart Failure	73
UCRT Enhanced Service	105
Total Community	5,361
Older People Community Mental Health Teams (inc. Assessment Service)	891
Dementia Intensive Support Team	221
Older People Day Care (Mental Health)	194
Reablement Beds	311
Total Mental Health	1,616
GRAND TOTALS	6,977

NB: An agreed BCF plan for 2021-22 will be inserted here once the NHS England BCF templates are issued and these are approved by the Southend Health and Wellbeing Board.

SCHEDULE 7 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

NOT USED

SCHEDULE 8 – INFORMATION GOVERNANCE PROTOCOL

NOT USED

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