



Northamptonshire
County Council

Cabinet

Tuesday 17 December 2019

Agenda Pack Three for the following
Cabinet reports:

Item	Title	Page No.
Item 12	Safe transition to the end of the Social Wellbeing contract and Future Commissioning Intentions	3 - 22
Item 13	Formation of a Children's Trust to Deliver Children's Social Care Services in Northamptonshire – Memorandum of Understanding	23 - 56
Item 14	Social Prescribing – Social Impact Bond	57 - 64



CABINET

17 DECEMBER 2019

DIRECTOR OF PUBLIC HEALTH: LUCY WIGHTMAN

CABINET MEMBER WITH RESPONSIBILITY FOR PUBLIC HEALTH:

COUNCILLOR IAN MORRIS

Subject:	Safe transition to the end of the Social Wellbeing contract and future commissioning intentions.
Recommendations:	<p>Cabinet agrees that delegated authority be given to the Director of Public Health, in consultation with the Cabinet Member for Adult Social Care and Public Health, to:</p> <ul style="list-style-type: none"> ▪ Extend the Social Wellbeing contract by one year in line with previous approvals in order to support a safe transition to a new set of prevention services for vulnerable groups. ▪ Vary the existing Social Wellbeing contract to ensure: <ul style="list-style-type: none"> ○ A more equitable distribution of resource; ○ A clear and more consistent outcome reporting; ○ Development of more innovative approaches to delivery of services. ▪ Undertake a procurement process to commission a new set of services from 2021 onwards that reach local vulnerable groups and support these outcomes but that also: <ul style="list-style-type: none"> ○ Have an extended reach to other more vulnerable groups who also experience health inequalities; ○ Focus on more 'upstream' interventions; ○ Demonstrate an impact on wider health and wellbeing outcomes and a reduction in demand for more intensive health and wellbeing services (e.g. primary care, A&E, Adult Social Care, etc.); ○ Are part of a wider strategic collaborative approach to reducing health inequalities for vulnerable groups.

1. Purpose of report

- 1.1 This paper outlines a proposal for managing the natural end of the Social Wellbeing contract in order to minimise the impact on service users and the wider system.
- 1.2 This will require supporting existing providers for an additional transition year in 2020-21 during which 75% of the existing funding and budget will be maintained as a bridging arrangement in advance of commissioning a new offer. The transition funding will be £1.3m for 2020/21.
- 1.3 Subject to a procurement and commissioning process being successfully completed, from 2021 onward, it is proposed that £900,000 of ASC and public health funding will be invested in a set of newly commissioned prevention services that seek to reduce health inequalities in vulnerable groups. The

allocation of this resource will be guided by needs assessments which will be conducted over the coming year and will align with wider strategic plans across health and social care in line with our health and wellbeing objectives.

2. How this decision contributes to the Council plan

The Council's vision is for Northamptonshire to be a county where everyone looks after each other and takes responsibility, where the vulnerable are protected and supported and where the people who can help themselves receive the assistance they need to stay independent and healthy.

This initiative helps the Council to deliver this vision through the following strategic priorities outlined in the Council Plan:

- Enabling individuals and communities to achieve better outcomes.
- Engaging with partners and communities to co-design and co-deliver services.
- Using innovation to find better and more sustainable ways of delivering services ensuring they are efficient and affordable in the long term.
- Focusing resources on prevention and early intervention.
- Reducing inequalities and disparity of opportunities.

3. Background

3.1 The current Social Wellbeing contract is a legacy from the Supporting People Adult Social Care contracts that were transferred out of Adult Social Care Services and later commissioned through First for Wellbeing (FFW). In September 2018 these FFW services transferred to the public health team.

3.2 The current contract between NCC and Commsortia is entirely funded through the public health grant and has an annual value of £1,697,351. It expires at the end of March 2020 unless the option to extend it for one year is exercised.

3.3 The objectives of the current contract with Commsortia are to secure community and voluntary sector services that a) **remove or reduce the need for long-term social care interventions and reduce social isolation**, and b) **delay or prevent homelessness in vulnerable groups**.

3.4 This is currently delivered through two types of services:

- Day centre services for frail and vulnerable adults
- Floating and accommodation-based support for vulnerable people at risk of homelessness

3.5 Seven day centre service providers across the county are funded at a total cost of £656,000 per year delivering services to approximately 1,500 attendees per month; the majority of whom we believe are regular attenders, however, the degree to which NCC funding contributes to activities for these attendees varies across providers.

- 3.6 Five providers of homelessness prevention support across the county at a total cost of £949,000 per year collectively working with a caseload of over 250 individuals at any one time. Of which, one provider delivers a specific advice and support service for adults with a learning disability. The total cost of housing related support is therefore £765,000 per year.
- 3.7 While there are some examples of innovative practice and case studies illustrating positive outcomes for individuals served by services commissioned under this contract, the value for money and impact of services is challenging to quantify due to historic lack of consistency and clarity in outcome reporting.
- 3.8 As this was a historic contract there has been inequitable allocation of resource across the county and it has not been directed according to need.
- 3.9 'Social isolation' and 'homelessness', are measured in various ways, and although both are included in the 160+ outcomes in the Public Health Outcomes Framework, many agencies, as well as statutory and non-statutory services, have a role in supporting these outcomes.
- 3.10 The public health grant is ring-fenced to provide specific mandated functions (including providing sexual health services, NHS health checks etc.) as well as to support initiatives that improve the health of the population and reduce health inequalities. Due to the size of the grant, budgets must be allocated to priority public health areas/risk factors in order to demonstrate impact and address the main causes of disease, disability and death in Northamptonshire. The current contract does not align with public health priorities.
- 3.11 Furthermore, grant funding of non-mandated functions should be guided by the Public Health Outcomes Framework, Joint Strategic Needs Assessment and local Health and Wellbeing Strategy and so there is also a need for us to review public health grant spend and ensure that the services commissioned support priority outcomes.
- 3.12 The current Social Wellbeing contract was due to come to a natural end in March 2020 and, while some providers have been successfully moving towards becoming sustainably funded, an initial Equality Impact Assessment (EqIA) has identified potential risk of increasing inequalities as many of the providers are not in a position to continue operations independently.

4. Proposal

- 4.1 In view of the above we propose that for 2020/21 the one year extension clause in the contract is invoked. We will vary the contract so that:
- £500,000 is ring-fenced for homelessness prevention in Northamptonshire on the understanding that it is used in a way that meets the strategic priorities of the borough and district councils and complements the funding that they are receiving from the MHCLG.
 - Following discussions with the boroughs and districts, it is proposed that the funding will be allocated to the existing providers in accordance with the recommendations of the boroughs and district chief housing officers

and that, as a group of local authorities, we will work proactively and collaboratively with Commsortia and the existing providers to ensure that housing related support is provided in accordance with local needs, integrated within wider strategic plans around homelessness prevention, and delivers the agreed public health outcomes.

- £800,000 of the remaining funding will be used for wider health and wellbeing activities provided through day centre opportunities, with a contract variation agreed that provides a more equitable funding structure to providers, builds on stronger alignment to public health priorities and reporting of outcomes, and offers an opportunity to develop more innovative models of delivery.

4.2 As part of the transition plans over the next 12 months we will work with partners and engage with service users to develop proposals for an alternative offer that supports delivery of wider public health and wellbeing outcomes and supports prevention.

4.3 In commissioning services from 2021 the Council would like to reduce health inequalities and extended the reach of services to other very vulnerable and under-served groups who experience health inequalities. Public Health would like to focus on more 'upstream' interventions as part of wider commissioning plans to meet the needs of these groups.

4.4 In the coming year more work is required to understand the following:

- What are the health and wellbeing needs of vulnerable groups in Northamptonshire?
- Are there other priority health needs for these vulnerable groups?
- How will future commissioned services for vulnerable groups fit with the emerging wider strategic plans in order to ensure needs are met?
- How can the impact of the new service be evidenced better?
- What alternative and additional funding streams are available for such a service and how can the provision be made more sustainable?

4.5 Our aim is to provide public health grant compliant services that demonstrate impact on reducing health inequalities that are supported through preventing homelessness and reducing isolation (amongst other risk factors), and are part of wider strategic collaborative approaches.

5. Consultation and Scrutiny

Informal consultation within the county council and with partners across the district and borough councils regarding plans for transition to the end of the current social wellbeing contract have been ongoing. The intention is to engage the public and service users as well in the co-development of future services and through the process of needs assessment.

6. Equality Screening

6.1 An initial Equality Impact Assessment identified potential negative implications for groups with some protected characteristics. In view of this the proposal for a transition arrangement was developed. The impacts of this new proposal have been assessed and are set out in more detail in the Equality Impact Assessment which can be found here: [Public Health & Wellbeing](#)

7. Alternative Options Considered

7.1 Option 1 – Do Nothing – contract ends as planned

This is not a preferred option. An initial EqIA identified potential impacts on individual wellbeing and increased demand for other public services of ending the contract at this time. Given existing pressure on health and wellbeing services in the county would not be a positive outcome for the system and therefore may have negative impact on population health.

7.2 Option 2 – Extend contract without variation

This is not preferred option. Current contractual arrangements are unaffordable in the long term, do not allow us to understand the reach or impact of the current service and mean that funding is not allocated according to need and spend is not aligned to revenue outturn guidance.

8. Financial Implications

The current direct financial implications of this proposal are mainly on public health budgets with a small contribution from Adult Social Care, however, should a new contract be procured that is effective, there will be indirect financial implications for other statutory services who benefit, in terms of reduced demand, from provision of preventative services. The intended future spending on a preventative service for vulnerable groups from 2021 onwards is £900,000.

	Current year		Forecast	
	2019/20	2020/21	2021/22	2022/23 & beyond
	£000	£000	£000	£000
Capital Investment				
Costs				
Funded by				
On-going costs (revenue)				
Costs - Staffing				
Other	£1,697	£1,300	£900	£900
Total on-going costs (revenue)				
Funding by	Public Health Grant with £50k annual contribution from Adult Social Care			
What benefits will the proposal deliver?	The expected benefits of this proposal <ul style="list-style-type: none"> Value for money – we will work via Commsortia with provider organisations to change payment 			

	<p>structures and outcome reporting to ensure more equitable funding and in order to measure cost-effectiveness of services.</p> <ul style="list-style-type: none"> Mitigated impacts on individuals and other services –the potential risks to individuals and services will be mitigated by ensuring a safe transition to end of contract.
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9. Risk and Business Continuity Management

a) Risk(s) associated with the proposal

Risk	Mitigation	Residual Risk
Voluntary sector providers fail to provide service user and outcome data required	Use contractual mechanisms to require action plans to be implemented if required data not supplied.	Green

b) Risk(s) associated with not undertaking the proposal

Risk	Risk Rating
Reputational damage to NCC - negative reporting around loss of local services leads to a lack of trust and loss of confidence in NCC and its services.	Red
Damaged relationships with voluntary sector – end of contract damages relationships with sector and creates challenges in multi-agency partnership working.	Amber
Needs of vulnerable people not met – people previously provided with support are unable to remain in their homes independently, negative impact on wellbeing and increased vulnerability of those currently supported.	Red
Increased demand for statutory services – service gap created results in increased demand on other support services including statutory services (Adult social care, NHS, housing authorities etc.)	Red
Contracted voluntary sector – risk that VCSE organisations dependant on Social Wellbeing contract funding are no longer viable and therefore cease to operate and provide other services	Red

10. List of Appendices

Author:	Name: Rhosyn Harris Team: Public Health
Contact details:	Tel: 01604 361500 Email: rharris@northamptonshire.gov.uk
Background Papers:	None
Does the report propose a key decision is taken?	YES

If yes, is the decision in the Forward Plan?	YES
Will further decisions be required? If so please outline the timetable here	YES – will need delegated authority to award new contract from 2021.
Does the report include delegated decisions? If so, please outline the timetable here	YES – delegated authority to use the 1 year contract extension and vary the contract.
Is this report proposing an amendment to the budget and/or policy framework?	NO
Have the financial implications been cleared by the Strategic Finance Manager (SFM)? Have any capital spend implications passed through Capital Programme governance procedures?	NO Name of SFM: NO
Has the report been cleared by the relevant Director?	YES Name of Director: Lucy Wightman
Has the relevant Cabinet Member been consulted?	YES Cabinet Member: Ian Morris
Has the relevant scrutiny committee been consulted?	NO Scrutiny Committee:
Has the report been cleared by Legal Services?	YES/NO Name of solicitor:
Have any communications issues been cleared by Communications and Marketing?	NO Name of officer:
Have any property Issues been cleared by Property and Asset Management?	NO Name of officer:
Have the Procurement Implications below been referenced in the Paper:	NO
Are there any community safety implications?	NO
Are there any environmental implications:	NO
Are there any Health and Safety Implications:	NO
Are there any Human Resources Implications:	NO
Are there any human rights implications:	NO
Constituency Interest:	None specific

Name of proposal/policy	Funding changes for Social Wellbeing Services in Northamptonshire	Budget number (if applicable)	n/a
Service area responsible	Public Health and Wellbeing	Cabinet meeting date	17/12/2019
Name of completing officer	Rhosyn Harris/Jane Pitchfork	Date EqIA created	14/10/2019
Approved by Director / Assistant Director	Lucy Wightman	Date of approval	9/12/2019
Signed off by NCC Equalities Lead	Emma Gadsby	Date	9/12/2019

The Equality Act 2010 places a 'General Duty' on all public bodies to have 'Due regard' to:

- Eliminating discrimination, harassment and victimisation
- Advancing equality of opportunity
- Fostering good relations

We do this by undertaking equality impact assessments (EqIAs) to help us understand the implications of policies and decisions on people with protected characteristics – EqIAs are our way of evidencing this.

All assessments must be published on the NCC equalities web pages. All Cabinet papers where an EqIA is relevant **MUST** include a link to the web page where this assessment will be published. If you require assistance in getting your EqIA published, please contact equalities@northamptonshire.gov.uk

PART A

1) Description of current provision/policy and main beneficiaries/stakeholders

The Social Wellbeing contract is commissioned by NCC PH to provide a range of services from the VCS through a single contract with Commsortia. The Social Wellbeing contract was novated to First for Wellbeing in 2016, funded by the Public Health grant. At contract commencement the Lead Provider took on a number of pre-existing services which had previously been commissioned under the Supporting People Programme, historically funded by Adult Social Care.

The Social Wellbeing contract came under the direct management of the Public Health commissioning team on 1st Sept 2018 when First for Wellbeing CiC, and all of its contracts, were transferred back to NCC control. Current provision focuses around two main types of services, namely day centre services for older adults and homelessness support services. The objectives of these services are to remove or reduce the need for long-term social care interventions and reduce social isolation, and to delay or prevent homelessness in vulnerable groups.

Day Centre Provision

The main beneficiaries of day centre opportunities include:

- Adults with learning disabilities
- Adults with physical disabilities and/or sensory deficits
- Older adults
- Carers

Northamptonshire is one of the UK's fastest growing counties. The proportion of older people in Northamptonshire has been growing faster in Northamptonshire over the last 3 years than across England as an average. 12% more people in Northamptonshire are over 65 in 2017 than in 2014, the national average increase being a little over 5%. Northamptonshire's over 65 population in 2017 was estimated to number 131,425. Within 5 years, this is estimated to grow to around 147,100 (2022). As people age they face a higher risk of poor health outcomes, often linked to frailty and social isolation. [Source: [Older People's JSNA 2019](#)]

Day Opportunities for older people funded via this contract are delivered through a network of seven VCSE managed day centres operating across Corby, Wellingborough, Northampton, Desborough and Rushden with outreach services offered in community venues across Daventry and South Northants.

The total value of Day Opportunities funding provided through the current contract is £655,691.72. Funding allocations differ between Providers. Commsortia has continued with a funding model inherited from the Supporting People contracts. Its original funding formula was based loosely on population/ reach. The proportion of each provider's overall income received through this contract ranges from 8.3% to 41%. Additional income is received through fees and charges, external grants and contributions from District and Borough Councils.

There is added value achieved through working with VCSE sector in terms of the investment of volunteer time and community support which has increased the overall financial and social value of the contract. With the exception of Age UK, which is part of a national organisation, the remaining providers are all local independent charities.

There are different service models operating across the county:

Serve in East Northants offers a programme of sessional activities including Otago exercise classes, a memory cafe, dance classes, learning events and assisted social opportunities such as shopping and day trips. They operate out of a building based in Rushden but do not offer a full day centre provision.

Age UK offer a mixed service model across in the county. They run traditional full time day centre offers from buildings in Northampton (Venton centre) and Wellingborough. In South Northants and Daventry, they run an outreach day centre provision once or twice each week based in community venues across Brackley, Towcester and Daventry. Age UK also run a programme of social interest classes for over 65s at various locations countywide. Individuals accessing the service pay a small daily attendance fee and a contributions towards a cooked midday meal and transport to and from the centre or outreach venue.

The Autumn Centre in Corby, Glamis Hall in Wellingborough and Marlow House in Desborough operate a traditional day centre model. Each of these centres are open five days a week. Individuals pay a daily rate and can choose how often they attend. Day centres includes a programme of activities within the centre such as chair exercise, entertainment, and quizzes. Clients pay a contribution towards a cooked midday meal and, where required, transport to and from the centre. Additional services are available on site for an extra charge including assisted bathing, podiatry and hairdressing. Marlow House also provides freshly cooked meals to older people in their own homes. Meals are cooked at the day centre and then transported to residents in Desborough and surrounding villages. Residents pay a contributory charge for this outreach service

WACA operates a traditional day centre service from a site in Wellingborough as above, but opens only four days per week. The centre caters mainly for older people of West African origin. WACA charges a day rate fee which includes a midday meal.

Dostiyo's service model includes day centre services from its building in Northampton and outreach activities in Northampton and Wellingborough. Dostiyo mainly caters for older people of Bangladeshi origin. At present Dostiyo does not charge for this service and does not offer transport or cooked meals.

Homelessness Support

In 2017/18 there were 1,286 households in the county who were classified as statutorily homeless (eligible people who are unintentionally homeless and in priority need) and a further 80 eligible people not in priority need. Groups of people at higher risk of homelessness, including street homelessness, are: care leavers, those people who are substance misusers, immigrants, men and women fleeing domestic violence, ex-armed forces personnel, ex-offenders and single people, who do not meet the threshold for accommodation and cannot afford private rented accommodation. [Source: [Homelessness JSNA Insight Pack 2019](#)]

The homelessness support services are contracted to work with vulnerable single adults who are homeless or threatened with homelessness, helping them to manage their health and wellbeing. Typically, service users have multiple complex needs such as substance misuse, mental ill health, a history of offending or a learning need, and face significant challenges in accessing and sustaining accommodation. The support they receive on a one-to-one basis or within groups helps develop the skills they need to overcome challenges, increase their independence, be self-determined and move on to independent living in settled accommodation.

The main beneficiaries of homeless support services include people who are homeless or at risk of homelessness with the following vulnerabilities:

- Mental health issues
- Substance misuse issues
- Experience in the criminal justice system

- Physical or learning disabilities
- Experience of domestic violence
- Experience of serving in the armed forces

There are five homelessness support providers funded through the Social Wellbeing Contract with a combined value of £836,500.62. Each Provider operates differently, depending on the location and client cohort.

2) Description of proposal under consideration/development

The proposal is that an extension to the contract be invoked; providing a bridging period to ensure safe transition to new prevention services for vulnerable groups. The bridging period will provide 75% of current funding to providers to ensure continuity of service. The contract will be varied to ensure more equitable distribution of resource, continued improvements in clearer and more consistent outcome reporting, and will support development of more innovative models.

3) Data used in this Equality Impact Assessment (general population data where appropriate but each EqIA should contain information on people who use the service under consideration – if this is not applicable to your proposal then you probably do not need to do an EqIA)

Data Source (include link where published)	What does this data tell us?
<p>Contract monitoring data (KPIs Q1-Q4 2018-19) and Q1 2019/20 updated service user</p>	<p>Homeless Support Services Data from the four providers that deliver “wrap around” support as part of a supported accommodation programme (Mayday Trust, NAASH, Midland Heart, Catch 22) shows over 400 new referrals into services during 2018/19. Collectively, services were supporting between 312-378 individuals each month.</p> <p>On average about 130 individuals would be living in supported accommodation whilst in receipt of this support at any point in time. The remaining individuals were in very temporary accommodation – technically homeless, this would include B&B, hostel, night shelter, street homeless or individuals who are sofa surfing, with no fixed address.</p> <p>During 2018/19 Creative Support received 136 new referrals into their housing and community service and were supporting between 159 -175 individuals at one point in time during the year. Creative Support provides housing related wellbeing support through advice and advocacy.</p> <p>Q1 Figures for 2019/20 Collectively, NAASH, Mayday Trust, Midland Heart and Catch 22 received 154 new referrals and worked with between 151 -167 individuals per month between April and June 2019.</p>

Creative Support received 13 new referrals and worked with 94-120 individuals per month between April and June 2019. As of June 2019 there were 346 individuals with cases open to the homeless support services and Creative Support services; of these 106 were women and 237 male. All individuals were aged 18 and above. Age breakdown is not currently recorded, neither is sexuality.

Ethnicity profile

282 White British - English/Welsh/Scottish

6 Asian/ Asian British

18 Black African/Caribbean/British

3 EU Citizen

11 mixed

Profile of need/vulnerability

All service users had one or more of the following vulnerabilities:

158 NEET

120 had a learning need or disability (most of these were accessing Creative Support)

55 had a physical disability

200 had a mental health condition

78 had a reported substance misuse problem

35 had a history of alcohol misuse

78 had an offending history

2 were veterans

13 had a history of domestic violence

Referral routes

The sources of referral to this service include district and borough housing teams (36%), NHS including drug and alcohol services (17%), police or probation services (10%), other local authority departments, voluntary organisations and job centres refer less than 10% of service users each. Around 13% of service users self-referred.

Day Centre Opportunities

The monthly average number of individuals accessing services at least once is approximately 1,900. Total numbers of contacts per month range between 3,788 and 4,020 (average 2 contacts per person).

72% female

28% are male

under 65yrs (109) 6%
65-69 (108) 6%
70-74 (156) 8%
75-79 (232) 12%
80-84 (490) 25%
85 -90 (293) 15%
over 90 (144) 6%
Prefer not to say or unrecorded 22%

The ethnicity of service users reflects local demographics in that the majority of service users were white British (84%), 10% described their ethnicity as Asian, 1% as Black African, 3% as white EU and 2% "other".

The homelessness insights pack indicates that an estimated 3,026 people in Northamptonshire in 2018 may be homeless, including over 1,200 who are accepted by the local authority as statutorily homeless and in priority need i.e. those that the local authority have a duty to house. Rates of statutory homeless households per head of population are highest in Wellingborough, followed by Northampton, Kettering and then Corby.

Given the larger population of Northampton borough, absolute numbers of households accepted as statutorily homeless are highest in Northampton. Almost half of all homeless households in the county are in Northampton borough. Over 1,200 households were accepted as being statutorily homeless and in priority need of housing in 2017/18, but an estimated additional 1,800 adults are homeless or insecurely housed in Northamptonshire.

Statistics reported as part of the street count indicate that there are around 91 rough sleepers in the county. Street counts are known not to be a definitive count of street sleepers, however, are a useful way of monitoring trends. Numbers of rough sleepers identified through street count in Northamptonshire have doubled in the last 3 years. Local stakeholders estimate that the true figure might be as high as 500.

The proportion of older people in Northamptonshire has been growing faster in Northamptonshire over the last 3 years than across England as an average. 12% more people in Northamptonshire are over 65 in 2017 than in 2014, the national average increase being a little over 5%. The percentage of residents aged 85 and over has grown a little less than national average, 4.7% in Northamptonshire compared to a national average of 6%.

[Homelessness Insight Pack 2019](#)

[Older people's JSNA 2019](#)

The ethnic make-up of Northamptonshire’s older population is less diverse than the younger adult cohort. It is estimated that only 3% of over 65s identify as being from non-white ethnic groups. The Index of Deprivation Affecting Older People Index (IDAOP) measures the percentage of the population aged 60 and over who receive income support. IDAOP data shows that there are higher levels of older people in deprivation in urban areas than rural in Northamptonshire.

Frailty describes a gradual loss of physiological resilience and increased vulnerability to illness and ill health. People with severe frailty are nearly five times more likely to be admitted to hospital or a care home as an emergency than those who are not frail and once in hospital stay for an average of 11.1 bed days compared to 9 days for those not frail. It is estimated that over 15,000 over 65s in Northamptonshire are moderately frail and over 4,000 are severely frail.

4) Please give details about planned consultation or engagement with communities and other stakeholders that are likely to be affected by the policy/decision/service change. Contact the Consultation, Equalities & Accessibility Team (ceat@northamptonshire.gov.uk) for advice or complete the online form with details of your consultation/engagement activity.

If you are not carrying out any consultation or engagement activity, please provide reasons why you think this is not necessary.

A consultation process around commissioning of the new service is planned to take place with key stakeholders over 2020/21.

5) If consultation or engagement has been carried out in the past, please provide details. If so, what were their views and how have their views influenced the work to date?

No previous consultation work has been completed in this service area.

Protected characteristics as set out in the Equality Act 2010

6) Based on the above information, what is the likely impact on the following groups? Please explain why you have made this assessment. If you are unsure, set out what you will do to get enough information to make an assessment.

Sex	Impact and explanation	Neutral Explanation: More men access homeless support services than women and more women over 65 access day opportunity services than men. The proposed transitional arrangement will not disadvantage one gender over another.
	Mitigations/actions	The bridging arrangement will prioritise funding in areas of greatest need in order to support reduction in health inequalities. Homelessness support

		<p>Whilst most current services users are male, we are aware that female ex-offenders are particularly vulnerable when facing homelessness. We will continue work with stakeholders to identify local needs that future services should address.</p> <p>Day opportunities Work with existing providers to develop business models that provide full cost recovery is already underway and is being led by Commsortia /Voluntary Impact Northamptonshire. The bridging arrangement will provide time to embed new working methods.</p>
Gender Reassignment	Impact	Neutral Explanation: Existing services do not offer targeted provision for those who are LGBTQ+.
	Mitigations/actions	Homelessness support National evidence suggests that LGBTQ young people are more likely to become homeless than non-LGBTQ peers, however a targeted homelessness offer for this group has not been identified as a local need. In developing future public health support for primary prevention of homelessness we will consider needs related to gender reassignment as part of wider LGBT issues considered.
Age	Impact	Neutral Explanation: The funding of a bridging period protects delivery of services to older adults who currently use the day opportunities provided through this contract.
	Mitigations/actions	Day opportunities We will work with voluntary sector providers using the bridging fund to continue to improve and embed innovative business models that allow them to continue reaching the most vulnerable groups. We will also support the signposting of older people eligible for other support services including the Supporting Independence Programme (SIP) that supports individuals with low to moderate frailty scores to improve physical and physical mental health.
Disability	Impact	Neutral Explanation: Both day centre opportunities and homelessness support provide services for individuals with both physical and learning disabilities. A reduction in provision may lead to individuals finding it more difficult to access support – leading to repeat homelessness and/ or social isolation.
	Mitigations/actions	We will work with voluntary sector providers using the bridging fund to continue to improve and embed innovative business models that allow them to continue reaching the most vulnerable groups. We will also support the signposting of people with disabilities to other organisations and opportunities.
Race & Ethnicity	Impact	Neutral Explanation: Two day opportunities providers are providing bespoke support to BME communities. These individuals may face greater challenges in accessing mainstream social

		activities and age appropriate support. Transition funding will protect these service users from loss of service provision.
	Mitigations/actions	We will work with voluntary sector providers using the bridging fund to ensure that opportunities that meet the needs of older people from BME backgrounds are provided, but that more innovative and cost effective models of delivery are developed.
Sexual Orientation	Impact	Unsure Explanation: LGBTQ groups are one of the population cohorts identified by national evidence summaries and guidance as at increased risk of homelessness.
	Mitigations/actions	In developing future public health support for primary prevention of homelessness we will consider needs of LGBT communities.
Religion or Belief (or No Belief)	Impact	Neutral Explanation: No specific impact on faith communities anticipated.
	Mitigations/actions	No action required.
Pregnancy & Maternity	Impact	Neutral Explanation: Individuals accessing the Social Wellbeing services are mainly over 65s or single male adults as pregnant women are prioritised for housing when homeless.
	Mitigations/actions	No action required.

Cross-cutting considerations

7) Based on the above information, what is the likely impact on the following groups? Please explain why you have made this assessment. If you are unsure, set out what you will do to get enough information to make an assessment.		
Human Rights (Please see articles in the toolkit for more information)	Impact	Unsure Explanation: No clear impact on people's fundamental human rights have been identified as a result of withdrawing funding for this service.
	Mitigations/actions	No action identified at present.
Rural isolation	Impact	Neutral Explanation: Analyses suggest that the risk of homelessness or social isolation in Northamptonshire is higher in urban communities, however there is a risk that a reduction in funding for accessible social wellbeing support and low cost day opportunities may have greater impact on rural communities. Poor transport links from rural areas into the towns, will make it more challenging for these individuals to access alternative provision. In allocating transition funding to providers the above factors will be considered.
	Mitigations/actions	As Above
Socio-economic exclusion	Impact	Neutral Explanation: Individuals who are socio-economically deprived may be impacted more severely by a reduction in funding for homelessness and day opportunities services.

	Mitigations/actions	In allocating funding for the bridging period, deprivation will be considered as a key factor. Business models will need to include provision for retaining some level of subsidised provision to ensure individuals on low incomes can continue to access social wellbeing activities.
Health (please see the health impact assessment guidance for more information) <ul style="list-style-type: none"> • Lifestyle determinants • Social and community determinants • Environmental determinants • Economic determinants • Transport determinants 	Impact	Neutral Explanation: Social and community determinants of health, as well as individual lifestyle determinants of health may be impacted by a change to this service.
	Mitigations/actions	The bridging fund will seek to mitigate the risks to health and wellbeing of the end of the contract. Health needs assessments will be conducted as part of work to commission a new service that has an impact on reducing health inequalities for vulnerable groups.

PART B – if you are undertaking any further work before the decision on this policy or service change is made, please complete Part B and then make a final assessment based on this additional information

1) Consultation, follow up data and information gathered from actions identified above	
	What does this information tell us?

Protected characteristics as set out in the Equality Act 2010

2) Based on the above information, what is the likely impact on the following groups? Please explain why you have made this assessment. If you are still unsure, please explain what you plan to do in future to address this.		
Sex	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Gender Reassignment	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:

	Mitigations/actions	
Age	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Disability	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Race & Ethnicity	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Sexual Orientation	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Religion or Belief (or No Belief)	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Pregnancy & Maternity	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	

3) Based on the above information, what is the likely impact on the following groups? Please explain why you have made this assessment. If you are still unsure, please explain what you plan to do in future to address this.

Human Rights (Please see articles in the toolkit for more information)	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Rural isolation	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Socio-economic exclusion	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	
Health (please see the health impact assessment guidance for more information) <ul style="list-style-type: none"> • Lifestyle determinants • Social and community determinants • Environmental determinants • Economic determinants • Transport determinants 	Impact	Positive / neutral / negative / unsure (delete as appropriate) Explanation:
	Mitigations/actions	

4) Final impact analysis (taking the findings from Part B into account) – including review date if required



CABINET

17 DECEMBER 2019

CHIEF EXECUTIVE: THERESA GRANT

**CABINET MEMBER WITH RESPONSIBILITY FOR CHILDREN, FAMILIES AND
EDUCATION: COUNCILLOR BAKER**

Subject:	Formation of a Children’s Trust to Deliver Children’s Social Care Services in Northamptonshire – Memorandum of Understanding
Recommendations:	<ol style="list-style-type: none"> 1. Note the Statutory Direction by the Secretary of State as set out at Appendix A to Appendix 1, and in particular the requirement to work with the Secretary of State for Education and/or the Children’s Services Commissioner Team towards the establishment of a wholly-owned council company for the delivery of children’s social care services in Northamptonshire; 2. Notes the Memorandum of Understanding that has been developed as per the Department for Education (DfE) Statutory Direction; 3. Agrees that delegated authority be given to the Chief Executive, in consultation with the DfE’s appointed Children’s Commissioner, Leader of the Council and Cabinet Member with Responsibility for Children and Families to sign the Memorandum of Understanding at Appendix [1]; 4. Agrees that delegated authority be given to the Chief Executive, in consultation with the DfE’s appointed Children’s Commissioner, Leader of the Council and Cabinet Member with Responsibility for Children and Families to develop the Trust and its governance arrangements. This includes developing the Service Delivery Contract between the Council and the Trust and all implementation steps to ensure the transition of services from the Council to the Trust; 5. Acknowledges that further details will come back to Cabinet for example, formal contracts to include the service specification, governance arrangements, financial mechanisms and performance management framework as they are developed; and 6. Notes that, as the discharge of children’s social care functions is an executive function, Cabinet will be required to act as the decision making body for further matters relating to the establishment of the Trust as well as such decisions as may be required in relation to the ownership of the Trust.

1. Purpose of report

1.1 The purpose of the report is to:

- Provide an update on progress to date with the development of a Children's Trust;
- Seek delegated authority for the Chief Executive to sign the Memorandum of Understanding between the Commissioner for Children's Services (on behalf of the Secretary of State) and the Council; and
- Seek delegated authority for the Chief Executive to develop the Trust and its governance arrangements.

2. How this decision contributes to the Council plan

The Council's vision is for Northamptonshire to be a county where everyone looks after each other and takes responsibility, where the vulnerable are protected and supported and where the people who can help themselves receive the assistance they need to stay independent and healthy.

This initiative helps the Council to deliver this vision through the following strategic priorities outlined in the Council Plan:

- Working in partnership with other public sector organisations (such as the seven district and borough councils, the local NHS bodies, and Northamptonshire Police).
- Enabling individuals and communities to achieve better outcomes.
- Engaging with partners and communities to co-design and co-deliver services.
- Using innovation to find better and more sustainable ways of delivering services ensuring they are efficient and affordable in the long term.
- Focusing resources on prevention and early intervention.
- Commissioning and procuring services and goods with partners.
- Utilising the Council's assets effectively.
- Reducing inequalities and disparity of opportunities.

3. Background

3.1 On 30th November 2018 the DfE issued a Statutory Direction to Northamptonshire County Council in relation to children's services under Section 497A (4B) of the Education Act 1996. This Direction included 'a review of the most effective way of delivering children's services in Northamptonshire should the Secretary of State for Housing, Communities and Local Government decide to implement a proposal for reorganisation of local government in Northamptonshire and in assessments of the pace, progress and sustainability of improvements to children's services.'

3.2 A revised Statutory Direction was issued to Northamptonshire County Council on 10 June 2019 due to continued poor performance in children's social care services. This included a direction for the Council to work with the Secretary of State for Education and/or the Children's Services Commissioner towards the establishment of a wholly-owned council company for the delivery of children's social care services (the children's services trust) in Northamptonshire. This would transfer operational control for children's social care services from the

Council to the company from July 2020, with provision to transfer commissioning arrangements to any new unitary councils at the point they become fully operational.

- 3.3 The Council has therefore been working with the Children's Commissioner to develop a Memorandum of Understanding. This is a non-legally binding agreement between the Secretary of State and the Council setting out the intentions and understandings (including communication protocols, timescales and governance) between the parties in respect of establishing the Trust and related matters.

4. Memorandum of Understanding

- 4.1 The Memorandum of Understanding can be found in Appendix 1. A summary of some of the main areas in the Memorandum are outlined below.

4.2 Vision for the Trust

- 4.2.1 The MOU outlines the agreed vision for the Trust as follows:

The creation of a Trust provides a fresh start for Northamptonshire's children's social care services. Working with key partners, the Trust will aspire to deliver outstanding social care services for children and young people in Northamptonshire. The Trust's aim will be to measurably improve the lives of children and their families in Northamptonshire with a focus on ensuring a positive impact on those children most in need of protection and care. It will deliver targeted prevention services and work as a key partner within local communities ensuring families receive early help to prevent difficulties escalating.

The Trust will create an environment that enables and supports staff to be innovative and creative. The Trust will be a centre of social work excellence where outcomes for improving the lives of vulnerable children and young people are achieved.

4.3 Transferring Services

- 4.3.1 The Direction specifies that children's social care functions of the Council are to be delivered by the Trust. Therefore the services that are in scope to be transferred are included in the Memorandum of Understanding (Appendix 1); they account for 84% of the Children First Northamptonshire 2020/21 draft gross expenditure budget (excluding Schools). This leaves mainly the provision of Learning, Skills and Education to be retained under Council control. The decision on the transfer of services for Children with Disabilities has not been confirmed yet due to the all age disability review that has been undertaken; it is anticipated that a decision on this will be made by the end of December following the findings of this review. It is recognised that there are statutory safeguarding requirements for this service that will need to be considered.

- 4.3.2 It should be noted that that there is currently a review of the support services to determine which will be directly provided by the Trust and which will be purchased from the Council or other suppliers.

4.4 Form of the Trust

4.4.1 The proposed legal form for the Trust is a Company Limited by Guarantee which will have full operational independence from the Council in the management and performance of the functions that the Trust is performing on behalf of the Council. Leadership for the Trust will be delivered through a board of executive and non-executive directors. The Board will include non-executive directors nominated by the Council, the appointment process for these individuals has commenced.

4.5 Transfer of Staff

4.5.1 Staff in scope will be transferred into the new Trust through a TUPE transfer. The Council will be responsible for all pre-transfer employment liabilities of the transferring staff and the Trust will be responsible for all post-transfer employment liabilities of such transferring staff.

4.5.2 The intention stated in the MOU is that the Trust shall secure "designated body" (in relation to the Local Government Pension Scheme ("LGPS")) on or prior to the Service Commencement Date. An options review has been commissioned to inform the decision that will then require Section 151 Officer approval.

4.6 Timetable

4.6.1 The Direction outlined that a new Trust should be operational from July 2020. This is subject to meeting the criteria in a "Readiness Assessment" review. Milestones and progress are monitored through a Programme structure.

4.7 Service Delivery Contract

4.7.1 The Council will develop and enter into a Service Delivery Contract with the Trust. This will enable the Council to hold the Trust to account in respect of performance of the agreed functions.

4.8 Reserved Matters

4.8.1 These set out the areas where the Trust will need the Council's approval and decisions requiring consent of the Secretary of State. These are designed to protect the Council and ensure that the Trust operates as established.

5. Update on development of the Trust

5.1 A Northamptonshire County Council Programme Team, led by the Chief Operating Officer (Deputy Director) for Children First Northamptonshire has been appointed and is in place to develop and support implementation of the plans for the Trust. An external Programme Team, Mutual Ventures has also been appointed by the Children's Commissioner and these teams have been working together since September to ensure the Trust is delivered.

5.2 The Programme is working closely with the Future Northants Unitary Programme to ensure that the Trust is aligned to the planning for two Unitary authorities in Northamptonshire.

5.3 Key developments to note include:

5.3.1 Submitted funding request to DfE to support development of the Trust;

5.3.2 Negotiation of the Memorandum for Understanding with DfE through their appointed solicitors;

5.3.3 Establishing property and support service requirements, this will lead to a further Cabinet paper on options;

5.3.4 The Chair and Non-Executive Director roles for the Trust have been advertised;

5.3.5 Project and Programme Plans have been developed; and

5.3.6 A draft Service Delivery Contract has been provided.

5.4 The next stage is for Northamptonshire County Council to develop the Service Development Contract and implementation plans.

5.5 Cabinet is required to make decisions in two different capacities throughout the programme:

- On behalf of the Council as owner of the Trust; and
- In its capacity as the accountable body for children’s social care functions.

5.6 There will be reports back to Cabinet to update on progress and key decisions as the Programme develops. This will include the following:

Report	Decision
Update report to Cabinet summarising structure and key position set out in the contractual and corporate documentation. Update on governance arrangements.	Agree any key positions required for the next stage of contract development and on governance arrangements.
Property requirements for the Trust.	Agree any key decisions relating to property requirements for the Trust.
Details on financial plan for the Trust and retained Local Authority Services.	Agree any key decisions relating to financial requirements for the Trust.
Report on contractual documentation.	Obtain delegation to relevant Senior officers to complete the final negotiation and execute the documentation on behalf of the Council.

6. Consultation and Scrutiny

- 6.1 Northamptonshire County Council has been directed by the Department for Education to transfer specified children’s social care functions to a Trust. The first stage has been to develop the Memorandum of Understanding to agree high level principles which will form the basis of further development and negotiation.
- 6.2 The next phases leading to the establishment of the Trust will include stakeholder and staff engagement and consultation. Staff will be engaged and informed of progress, key changes and implications for their roles. This will include consultation on the proposals with the trade unions and the affected employees.
- 6.3 Any key decisions and service changes will require further approval through the democratic processes, including engagement of scrutiny.

7. Equality Screening

- 7.1 As a proposed wholly-owned Company of the Council, The public sector equality duty contained in the Equalities Act 2010 will apply to the Trust in respect of its delivery of the authority’s services of the authority which are being transferred to it.
- 7.2 There are no equalities implications from the development of the Memorandum of Understanding.
- 7.3 A full Equalities Impact Assessment will be undertaken in the next phase of planning where there will be more detail available on potential areas of impact.

Reason that no EqIA is required	✓ as appropriate
The paper is for information only	
The proposal/activity/decision has no impact on customers or the service they receive	✓ - none at this point
The proposal impacts upon staff but the proposed staffing changes will not affect the service that customers receive*	
Other (Please explain further)	

*Where a proposal affects staff, the appropriate HR processes will be followed, which have already been subject to the EqIA process and will be compliant with HR legislation

8. Alternative Options Considered

- 8.1 Northamptonshire County Council is under Direction to establish a Children’s Trust by the Secretary State for Education, June 2019.

9. Financial Implications

- 9.1 The MOU has stated that Parties shall enter into a written agreement which identifies the Council’s contribution and DfE contribution to the funding of the transition and any one-off additional costs in respect of the set-up and establishment of the Children’s Trust. Currently negotiations are continuing between the DfE and the Council to reach an agreed position.
- 9.2 The Council will work with the Commissioner and the Designated Trust Board during the Design and Development and Mobilisation Period (January to June) to identify all the relevant costs associated with the performance of the relevant functions.

9.3 To ensure the Trust is affordable for the Council, the Council's existing approved budget envelope for 'in scope' services and associated support costs will inform the agreed contract sum that will be allocated, and paid to the Trust by the Council in 2020/21 financial year, for the purpose of covering its costs of performing the relevant functions of the Service Delivery Contract.

9.4 The Service Delivery Contract will include an appropriate mechanism for the ongoing monitoring and funding of the Trust over the remaining term of the Service Delivery Contract in order to support the future two new Unitary Authorities. The overall budget provision must enable the Trust to be viable and to deliver the Service Delivery Contract while also demonstrating value for money for the Council.

9.5 Once this position is reached, the contractual and financial implications will be shared with Cabinet as outlined in 5.6.

10. Risk and Business Continuity Management

a) Risk(s) associated with the proposal

Risk	Mitigation	Residual Risk
MOU is not signed and delays the development of the Service Development Contract	The MOU has been developed in close consultation with the Chief Executive and the Children's Commissioner. It has been reviewed by legal teams for all parties.	Green

b) Risk(s) associated with not undertaking the proposal

Risk	Risk Rating
The Council has been directed by the DfE to establish a Trust.	Red

11. List of Appendices

Appendix 1 – Memorandum of Understanding – Final Draft

Author:	Name: Catherine Noonan Team: Children's Trust Programme
Contact details:	Tel: 01604 367908 Email: cnoonan@childrenfirstnorthamptonshire.co.uk
Background Papers:	None
Does the report propose a key decision is taken?	YES
If yes, is the decision in the Forward Plan?	YES
Will further decisions be required? If so please outline the timetable here	Yes. See 5.5.

Does the report include delegated decisions? If so, please outline the timetable here	Yes. See 5.5
Is this report proposing an amendment to the budget and/or policy framework?	NO
Have the financial implications been cleared by the Strategic Finance Manager (SFM)? Have any capital spend implications passed through Capital Programme governance procedures?	YES Name of SFM: James Smith NA
Has the report been cleared by the relevant Director?	YES Name of Director: Cathi Hadley
Has the relevant Cabinet Member been consulted?	YES Cabinet Member: Councillor Baker
Has the relevant scrutiny committee been consulted?	NO Scrutiny Committee:
Has the report been cleared by Legal Services?	NO Name of solicitor: Approved by Monitoring Officer
Have any communications issues been cleared by Communications and Marketing?	YES Name of officer: Liam Beasley
Have any property Issues been cleared by Property and Asset Management?	NO Name of officer:
Have the Procurement Implications below been referenced in the Paper:	No specific procurement implications at this stage.
Are there any community safety implications?	NO
Are there any environmental implications:	NO
Are there any Health and Safety Implications:	NO (please delete as appropriate)
Are there any Human Resources Implications:	YES
Are there any human rights implications:	NO
Constituency Interest:	None specific

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SECRETARY OF STATE FOR EDUCATION

and

NORTHAMPTONSHIRE COUNTY COUNCIL

BETWEEN:

- (1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”) acting through Andrew Christie in his capacity as the Commissioner for Children’s Services in Northamptonshire; and
 - (2) Northamptonshire County Council of 1 Angel Square, Northampton (the “**Council**”),
- each a “**Party**” and together “the **Parties**”

1. Background and Purpose

- 1.1 On 17th October 2019, the Secretary of State issued a statutory direction to the Council under Section 497A (4B) of the Education Act 1996 (the “**Act**”) (a copy of which is set out in Appendix A to this document) (the “**First Direction**”). The primary purpose of the First Direction is to secure improvements in the performance of the Council’s children’s social care functions. Pursuant to the First Direction the Secretary of State confirmed the appointment of the Commissioner and Support Commissioner for Children’s Services in Northamptonshire (together the “**Commissioners**” or “**Commissioner**”) for the purposes specified in the “Terms of Reference” set out in the Annex to the First Direction. The Parties also acknowledge that the Secretary of State has also issued prior statutory directions to the Council in relation to the performance of its children’s social care functions.
- 1.2 The Secretary of State has set out his proposals for securing the establishment of an external and independent company (the “**Trust**”) to perform, on behalf of the Council, specified children’s social care functions of the Council (the “**Relevant Functions**”) in order to secure improvement in the future performance of the Relevant Functions. The Parties acknowledge that in order to effectively require the performance of the Relevant Functions by the Trust, appropriate and effective transition arrangements will need to be put in place, and for the purposes of this MoU such arrangements will form part of the “**Project**” (as more particularly described in paragraph 4 below).
- 1.3 The intention of the Secretary of State is to issue a further statutory direction under Section 497A (4B) of the Act (the “**Second Direction**”) to *inter alia* direct the Council to enter into the Service Delivery Contract (as defined in paragraph 1.4 below) with the Trust. For the purposes of this MoU, the First Direction and Second Direction are herein collectively referred to as “the **Directions**”.
- 1.4 Notwithstanding that the Trust will be a ‘Teckal’ compliant company of the Council, the Council agrees that the new organisation will have operational independence from the Council in respect of the day-to-day management and performance of the Relevant Functions, which will be managed and regulated by the Council pursuant to an arm’s length contract to be entered into between the Council and the Trust (the “**Service Delivery Contract**”) as more particularly described in paragraph 8 below.

The Council shall remain statutorily responsible and accountable for the performance of the Relevant Functions and shall hold the Trust to account in respect of its performance of such functions pursuant to the terms of the Service Delivery Contract.

- 1.5 The Parties have now agreed to enter into this MoU to record the following matters:
- 1.5.1 the establishment of the Trust for the purposes of improving the performance of the Relevant Functions and delivering high quality and innovative social care services to children, young people and their families within Northamptonshire to meet the requirements of the Directions;
 - 1.5.2 the key principles regarding the following:
 - (a) the proposed legal form of the Trust as a company limited by guarantee;
 - (b) the proposed constitution of the board of directors of the Trust and the Trust's corporate governance arrangements; and
 - (c) the operational framework within which the Trust shall operate and be held accountable, which will address key aspects of the proposed Service Delivery Contract between the Trust and the Council such as the development of the proposed budget and associated financial mechanism, performance framework and governance arrangements;
 - 1.5.3 the proposed timetable from the signing of the MoU, to the formal establishment of the Trust through to service commencement under the Service Delivery Contract, this being the date on which the Trust will formally commence the performance of the Relevant Functions on behalf of the Council pursuant to the Service Delivery Contract (the "**Service Commencement Date**"), and the Parties acknowledge and agree that they currently intend to work towards a Service Commencement Date in July 2020, but this is subject to meeting the criteria and achieving the gateways pursuant to the agreed "Readiness Assessment". The Parties acknowledge that the next key date for the Readiness Assessment is the gateway review taking place by 20 December 2019; and
 - 1.5.4 the commitments of each Party in relation to the transition of children's social care services to the Trust and the processes and transitional arrangements that the Parties have put in place to periodically and effectively review and assess the progress of the Project against the agreed timetable and key Project milestones (as more particularly described in paragraph 11 below).
- 1.6 The Parties do not intend this MoU to be legally binding or to create legal relations between the Parties. The Parties agree that they shall use all reasonable endeavours to comply with the terms and the spirit of this MoU.

2. Term

2.1 This MoU shall come into effect on the date it is signed by both Parties (that being the date set out at the beginning of this MoU) and shall remain in force until the earlier of:

2.1.1 Service Commencement Date; or

2.1.2 the date on which this MoU is terminated by either Party notifying the other Party of such termination in writing (the “**Term**”).

3. Key Representatives

3.1 During the Term the Parties shall (and shall procure that their key representatives as identified in this paragraph 3 shall) work together in good faith and in a collaborative and co-operative manner in order to achieve the establishment of the Trust and the delivery of the Project in accordance with the timetable set out in paragraph 11 below.

3.2 The Secretary of State will be represented on this Project by the following key persons:

3.2.1 the Commissioners (who shall perform the roles as set out in the First Direction); and

3.2.2 a senior civil servant in the Department for Education (as notified to the Council in writing by the Secretary of State from time to time).

3.3 The Council shall be represented by the following key persons:

3.3.1 Chief Executive;

3.3.2 Director of Children’s Services; and

3.3.3 Director of Finance.

3.4 The Trust shall be represented by the following key persons:

3.4.1 the Chair (as defined in paragraph 7.3.1 below or, where applicable, his/her replacement from time to time during the Term) on appointment; and

3.4.2 senior executive officers of the Trust on appointment.

4. Key Stages of the Project

4.1 The Project shall consist of the following three distinct key stages:

4.1.1 Phase1: **Design and Development Period**, being the date that this MoU is signed by both Parties up until a date in 2020 which is to be confirmed (and will be prior to the Service Commencement Date);

- 4.1.2 Phase 2: **Mobilisation Period**, being from the end of the Design and Development Period until the Service Commencement Date; and
- 4.1.3 Phase 3: **Operational Period**, being the period on and from the Service Commencement Date when the Service Delivery Contract has been entered into by the Council and the Trust, all relevant staff have transferred from the Council to the Trust and the Trust is fully operational and responsible for the performance of the Relevant Functions pursuant to the Service Delivery Contract.

Design and Development and Mobilisation Periods

- 4.2 During the Design and Development Period and Mobilisation Period, the key representatives of the Council and the Trust (as further described in paragraph 3 above) and such other representatives of the respective organisations as the key representatives may elect, shall work collaboratively with one another (and in consultation with the Commissioner and the Secretary of State) to:
- 4.2.1 establish the Trust pursuant to paragraph 6 below and register the company at Companies House for the purpose of preserving the identity of the Trust with it not becoming operational until the Service Commencement Date;
- 4.2.2 define a set of behaviours, values and measures to underpin the way the Council and the Trust will work together in respect of the Trust's performance of the Relevant Functions during the Operational Period, and which supports the development and establishment of a collaborative relationship between the Council and the Trust, which achieves an appropriate balance between the need for:
- (a) the Council to be satisfied that the Trust is appropriately performing the Relevant Functions on its behalf; and
- (b) the Trust to have unfettered day-to-day operational independence in respect of its performance and discharge of the Relevant Functions;
- 4.2.3 enable the Council to design, develop and establish an appropriate, robust and efficient internal contract management function (the "**Intelligent Client Function**") for the purposes of monitoring the Trust's performance of the Relevant Functions pursuant to the Service Delivery Contract but which does not serve to fetter the operational independence of the Trust; and
- 4.2.4 develop the following key documents based on the principles set out in paragraph 4.2.2 above:

- (a) an appropriately balanced Service Delivery Contract pursuant to which the Trust will perform the Relevant Functions on behalf of the Council from the Service Commencement Date;
- (b) appropriate and balanced arrangements in respect of those support services the Trust has elected should be provided by the Council to the Trust under a “**Support Services Agreement**” to support the Trust’s operations and its performance of the Relevant Functions;
- (c) a set of articles of association of the Trust (the “**Articles**”) which will inter alia regulate the internal affairs of the Trust and in particular will govern the relationship between the Council (in its capacity as sole member of the Trust) and the Trust’s board of directors in respect of the operation and management of the Trust; and
- (d) a business plan for the Trust (which shall incorporate the proposed service improvement objectives of the Trust as an important component) (the “**Business Plan**”).

4.3 It should be noted that although the Service Delivery Contract and the Support Services Agreement are developed between the Council, the Trust and the Secretary of State (as applicable) during the Design and Development Period and Mobilisation Period, these contracts shall be entered into between the Council and the Trust and shall only have legal effect once they are executed by the relevant parties, which shall be the Service Commencement Date.

4.4 Arrangements with the new unitary councils:

4.4.1 As part of the Design and Development Period and Mobilisation Period, the Parties acknowledge that there will be a review of arrangements required to support the design of the internal contract management function for the two unitary councils (West Northamptonshire Unitary Council and North Northamptonshire Unitary Council).

4.4.2 During the Operational Period, any required amendments will be made to the key documents to ensure the smooth transfer of the commissioning arrangements to these councils at the point they become fully operational.

4.4.3 The Parties acknowledge that the two new unitary councils will each have in post a separate Director of Children’s Services that will be engaged by those authorities.

The Operational Period

4.5 During the Operational Period, the Trust will be fully operational and responsible for the performance of the Relevant Functions on behalf of the Council. The Service

Delivery Contract and Support Services Agreement will all have legal effect during the Operational Period.

- 4.6 It should therefore be noted that, pursuant to paragraph 2.1 above, this MoU will terminate on the Service Commencement Date and therefore will not be in effect during the Operational Period, unless otherwise agreed by the Parties in writing.

5. Key Objectives and Agreed Vision

- 5.1 The Parties' agreed vision is to establish the Trust as a new and distinct legal entity that is both corporately and operationally independent of the Council, to provide high quality and innovative children's services across Northamptonshire. The Trust shall have day-to-day operational independence in the performance and management of these services and will be managed by a strong board of executive and non-executive directors.

- 5.2 The Parties agree that the model for the new Trust must:

5.2.1 comply with the requirements of the Directions to secure the improvement in the performance of the Council's children's social care functions and to provide confidence to the Parties regarding the future delivery of high-quality children's social care services;

5.2.2 establish a new and distinct legal entity, located in separate accommodation, which has day-to-day operational independence in the management and delivery of children's social care services in Northamptonshire through a strong board of executive and non-executive directors;

5.2.3 provide a structure that is lawful, namely one that it is within the scope of the Council's legal powers, 'contracting-out' powers, public procurement law and State Aid rules;

5.2.4 be established as a company limited by guarantee wholly owned by the Council and will be a non-profit distributing "Teckal" compliant company (for the purposes of the public procurement rules including Regulation 12 Public Contracts Regulations 2015) to enable the direct award of the Service Delivery Contract and the potential direct buy-back of some support services from the Trust (as a contracting authority in its own right).

The Council shall monitor the Teckal compliance of the Trust with the conditions in the relevant public procurement rules. The Parties agree that the Service Delivery Contract will make reference to the ongoing monitoring of the compliance of the arrangements with the Teckal principle for the term of the contract;

- 5.2.5 have defined objectives as set out in its Articles;
- 5.2.6 as at the Service Commencement Date, have the Council as its sole/founder member and the Council shall remain the sole member, subject to the Articles; and
- 5.2.7 provide the most tax efficient structure possible in order to minimise additional costs arising under the new model.

Vision statement

- 5.3 The creation of a Trust provides a fresh start for Northamptonshire's children's social care services. Working with key partners, the Trust will aspire to deliver outstanding social care services for children and young people in Northamptonshire. The Trust's aim will be to measurably improve the lives of children and their families in Northamptonshire with a focus on ensuring a positive impact on those children most in need of protection and care. It will deliver targeted prevention services and work as a key partner within local communities ensuring families receive early help to prevent difficulties escalating.
- 5.4 The Trust will create an environment that enables and supports staff to be innovative and creative. The Trust will be a centre of social work excellence where outcomes for improving the lives of vulnerable children and young people are achieved.

Operating Principles

- 5.5 The Trust will operate in accordance with the following principles:
 - 5.5.1 providing strong and compelling leadership of children's social care and a clarity of vision and purpose which demands the highest quality practice;
 - 5.5.2 seizing the opportunity to develop innovative and effective approaches which have a positive impact on children's lives and improves their outcomes;
 - 5.5.3 the wishes of vulnerable children and young people will be at the heart of the Trust's approach and the voices of children and young people will inform their mission and ways of working;
 - 5.5.4 ensuring that as an organisation, all the ingredients are in place which promote and support the professional practice of social workers and that the Trust becomes an employer of choice within the region;

- 5.5.5 providing the highest quality services, value for money and within the agreed resources available, using commissioning, collaboration, innovation and partnerships to drive down costs;
 - 5.5.6 ensuring the effectiveness of interventions are evidence based and grounded in national best practice and knowledge of what works and what children and young people need;
 - 5.5.7 to work openly and transparently with the Council and its partners in relation to performance and outcomes, so that elected members are able to exercise their democratic and statutory accountabilities to their communities;
 - 5.5.8 ensuring effective governance is applied; and
 - 5.5.9 ensuring good risk management is implemented and aligning this to the budget strategy in order to manage risks and pressures over the medium term.
- 5.6 The Parties acknowledge and agree the following:
- 5.6.1 the Trust will have a key role to play in pursuing the agreed vision and key objectives of the Parties set out in paragraphs 5.1 to 5.5 (inclusive) above, together with the Council and other key stakeholders;
 - 5.6.2 the Council and the Trust will work collaboratively with all key stakeholders to pursue the agreed vision and key objectives; and
 - 5.6.3 during the Design and Development Period and Mobilisation Period, the Council and the Trust will work together in good faith to further develop the agreed vision and key objectives described above so that they are capable of being appropriately transposed into the Service Delivery Contract as a statement of the 'Shared Vision'/'Aims and Objectives' in respect of the Trust's performance of the Relevant Functions.

6. The New Organisation Model, Board Constitution and Decision-Making

Form of the Trust

- 6.1 The Trust will initially be established in a dormant form as a company limited by guarantee. The Trust shall remain dormant during the Design and Development Period and Mobilisation Period and shall not be considered operational until it formally enters into the Service Delivery Contract with the Council and commences the performance of the Relevant Functions.
- 6.2 The Parties agree that the model for the new Trust must:

- 6.2.1 comply with the requirements of the Directions to secure the improvement in the performance of the Council's Relevant Functions and to provide confidence to the Parties regarding the future delivery of high-quality children's social care services;
- 6.2.2 establish a new and distinct legal entity which has *inter alia* day-to-day operational independence from the Council in the management and performance of the Relevant Functions that the Trust is performing on behalf of the Council through a strong board of executive and non-executive directors;
- 6.2.3 enable the effective discharge at all times of the Relevant Functions and enable the Council, through its elected members or otherwise, to properly discharge their local democratic accountability in respect of the performance of the Relevant Functions through an appropriate and balanced contractual governance and quality assurance framework in the Service Delivery Contract which enables:
- (a) the Council to have sufficient assurance that the Relevant Functions are being properly discharged by the Trust on its behalf; and
 - (b) the board of directors and executive management of the Trust to have sufficient flexibility to innovatively and independently perform the Relevant Functions on behalf of the Council and meet the changing demands of children, young people and their families in Northamptonshire without undue interference from the Council; and
- 6.2.4 provide the most tax efficient structure possible in order to minimise additional costs arising under the new model.

Constitution and Appointment of the Trust's Board of Directors

- 6.3 Subject to paragraphs 6.4 to 6.5 (inclusive) below, the board of directors of the Trust shall comprise the following:
- 6.3.1 a non-executive director of the Trust selected as chair of the Trust (the "**Chair**");
 - 6.3.2 up to four executive directors comprising the chief executive of the Trust (the "**Trust Chief Executive**") and three other executive roles (collectively referred to in this MoU as the "**Executive Posts**");
 - 6.3.3 up to four independent non-executive directors with collective knowledge, expertise and experience across **children's social care, governance,**

finance, HR, (collectively referred to in this MoU as the “**Independent Non-Executive Directors**” or “**Independent NEDs**”); and

- 6.3.4 up to four Council nominated non-executive directors (the “**Council Nominated Directors**”), provided that the number of Council Nominated Directors shall not exceed the number of Independent Non-Executive Directors at any time (for example, if at any time there are only three Independent Non-Executive Directors appointed, there can only be up to three Council Nominated Directors).
- 6.4 During the Design and Development Period and Mobilisation Period, the selection of the board of directors of the Trust will commence in accordance with paragraph 6.5 below and those selected will be appointed to the designated posts that they will eventually take up on the board of directors of the Trust at some point during the Design and Development Period and Mobilisation Period (the “**Designated Trust Board**”). The persons on the Designated Trust Board who have executive posts shall be employed by the Council during the Design and Development and Mobilisation Period and on the commencement of the services under the Service Delivery Contract, such persons will transfer to the Trust pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”).
- 6.5 During the Design and Development Period and Mobilisation Period, any selection to the Designated Trust Board shall be as follows:
- 6.5.1 the Secretary of State shall select the Chair following a joint recruitment exercise with the Council. The Secretary of State will have a contract with the Chair and will be responsible for the payment of the Chair’s remuneration under the terms of this contract;
- 6.5.2 the Council, the Secretary of State, the Chair and the Commissioner shall jointly agree a list of suitable candidates for the Independent Non-Executive Directors. The selections will be made by the Commissioner in consultation with the Chair and the Council;
- 6.5.3 the Council, the Secretary of State, the Chair and the Commissioner shall jointly agree a list of suitable candidates for the Council Nominated Directors. The selections will be made by the Council in consultation with the Commissioner and the Chair;
- 6.5.4 the Trust Chief Executive shall be selected by the Chair in consultation and agreement with the Commissioner and the Council; and
- 6.5.5 the persons occupying Executive Posts (other than the Trust Chief Executive) shall be selected by the Chair and the Trust Chief Executive in consultation with the Commissioner and the Council, and, where applicable,

the recruitment process for all such positions shall reflect good practice for public appointments.

- 6.6 During the Design and Development Period and Mobilisation Period, the Council shall be responsible for the remuneration only, of the selected non-executive directors (excluding the Chair), Executive Posts and any other roles required during the Design and Development Period and Mobilisation Period to ensure the safe and secure transfer of services.
- 6.7 The Council acknowledges that the Designated Trust Board has an important role to play during the Design and Development Period and Mobilisation Period in designing, developing and shaping the children's social care services that the Trust will be performing on behalf of the Council on and from the Service Commencement Date. During the Design and Development Period and Mobilisation Period it is expected that the Designated Trust Board shall be responsible for working alongside the Council to ensure that the Trust is in a position to efficiently and effectively take over the performance of the Council's Relevant Functions pursuant to the Service Delivery Contract on and from the Service Commencement Date.
- 6.8 The arrangements concerning the Designated Trust Board described in paragraphs 6.6 and 6.7 above are intended to ensure that the Designated Trust Board have appropriate and sufficient:
- 6.8.1 input into the delivery and performance of the transferring children's social care service in order for such individuals to influence and shape the delivery and performance of such services to enable an effective transition of such services to the Trust on the Service Commencement Date; and
 - 6.8.2 representation, input and attendance at the Project Boards (as defined in paragraph 10.2 below) and the Council's statutory and/or democratic meetings/boards as necessary.
- 6.9 Notwithstanding the appointment of the Designated Trust Board as described in paragraphs 6.4 to 6.8, during the Design and Development and Mobilisation Period the Council will continue to be responsible for and directly perform and discharge the Relevant Functions itself, and such functions shall not be performed and discharged by the Trust (or the Designated Trust Board) until the Service Commencement Date and the Parties acknowledge and agree that the Trust shall not be operational during the Design and Development and Mobilisation Period.

7. The Service Delivery Contract

- 7.1 Subject to meeting the criteria and achieving the gateways pursuant to the "Readiness Assessment", on or around July 2020, the Council will enter into an

arm's length Service Delivery Contract with the Trust. Subject to the Service Delivery Contract remaining in force for the period of intervention as determined by the Secretary of State (unless otherwise agreed by the Secretary of State), the contract length will be for five years from the Service Commencement Date with a right for the Council to extend for a period of a further five years and the Parties and the Trust shall agree a set of conditions in the Service Delivery Contract which shall determine whether or not the Council exercises such extension.

7.2 Under the Service Delivery Contract, the Trust (in the capacity of a 'supplier') will be required to perform the Relevant Functions on behalf of the Council (in its capacity as the 'customer'). The Council will remain statutorily responsible and accountable for the discharge of the Relevant Functions and the Trust will be accountable to the Council in respect of the performance of the Relevant Functions pursuant to the terms of the Service Delivery Contract.

7.3 The current proposed scope of children's services to be delivered by the Trust is set out in Part A (*List of Transferring Services*) to Appendix B of this MoU. In addition, Part B (*Relevant Support Services*) to Appendix B of this MoU sets out the current proposed scope of relevant support services that the Trust will require in order for it to be able to perform its obligations under the Service Delivery Contract.

7.4 It is acknowledged that the content of Appendix B remains subject to ongoing review and the Council and the Trust will work together during the Design and Development Period and Mobilisation Period to collectively determine which of these support services will be directly performed by the Trust and which will be purchased by the Trust from the Council (and following the establishment of the new unitary councils, those entities) *via* a Support Services Agreement or will be purchased from other suppliers. The Council will ensure the Trust has unfettered independent access to the accommodation it requires to perform the services through the provision of leases or licenses to the Trust as required.

7.5 During the Design and Development Period and Mobilisation Period, an outcomes-focused service specification and associated contract governance and performance framework, which shall include appropriate performance metrics, will be jointly developed and agreed by the Council and the Designated Trust Board in consultation with the Commissioner and the Secretary of State, in respect of the performance of the Relevant Functions by the Trust. The service specification and performance and governance frameworks will be key components of the Service Delivery Contract.

7.6 **Reserved Matters**

7.6.1 It is anticipated that (in addition to its statutory rights under the Companies Act) in respect of the following matters, the board of directors of the Trust will need the Council's (in its capacity as sole member of the Trust) prior written

approval pursuant to the Articles and subject to the Secretary of State's rights set out in paragraph 7.7 below (together referred to as "**Reserved Matters**"):

- the appointment and removal of the Chair, the Trust Chief Executive and the Council Nominated Directors or changes to the terms of such appointments;
- any proposed change to the Trust's Articles;
- agreeing any changes to the membership of the Trust;
- the voluntary winding-up of the Trust or dissolution or appointing any liquidator or administrative receiver of the Trust or any of its assets (save where the Trust is insolvent or where any action is necessary for the directors to comply with their statutory duties or to avoid potential civil or criminal liability);
- the power to approve the Trust's Business Plan;
- to the extent that they fall outside the scope of the Service Delivery Contract and/or the relevant Trust business plan:
 - (a) any proposal for the Trust's entry into any other contractual arrangement with the Council for the provision of other services to the Council following the Service Commencement Date;
 - (b) any proposal for the Trust to enter into any borrowing, credit facility, acquisition of any freehold or leasehold interest or licence over land (except where the Council is the seller, lessor or licensor) and investment arrangements (other than trade credit in the ordinary course of business) with third parties above a pre-agreed value threshold; and
 - (c) any proposal for the Trust to enter into any new third party contracts for the provision of services by the Trust to third parties above a pre-agreed value threshold;
- any proposal by the Trust to form any legal entity or undertaking in which the Trust would be a member, shareholder or hold any analogous position in any jurisdiction or acquiring shares in any other Trust or to the extent that they fall outside the scope of the Service Delivery Contract and/or the relevant Trust business plan, participating in any partnership or joint venture, whether incorporated or not or amalgamating or merging the Trust with any other company or business undertaking;
- selling or disposing of in any way whatsoever, any part of the business (including assets) of the Trust;
- dealing with any surpluses of the Trust, other than those surpluses which are agreed, pursuant to the Service Delivery Contract, shall be retained by the Trust;

- the Trust giving any guarantee, suretyship or indemnity outside the ordinary course of its business to secure the liabilities of any person or assume the obligations of any person (other than the Trust or a wholly owned subsidiary of the Trust) or the Trust creating any encumbrance over the whole or a significant part of its undertaking or assets;
- any changes to the company name, trading name or registered office of the Trust or physically relocating the headquarters of the Trust; and
- the Trust commencing, settling or defending any significant claim, proceedings or other litigation brought by or against it, except where they are a part of the Trust's ordinary course of business and/or operations.

7.7 During the period for which the Directions are in force (the “**Intervention Period**”) the Secretary of State will have the following prior consent rights in respect of the following matters.

7.7.1 Decisions requiring prior consent of the Secretary of State:

- the appointment and/or removal of the Chair and/or the Trust Chief Executive or any changes to the terms of appointment;
- any change to the membership of the Trust;
- the voluntary winding-up of the Trust (save where the Trust is insolvent or where any action is necessary for the directors to comply with their statutory duties or to avoid potential civil or criminal liability);
- the termination of the Service Delivery Contract;
- the making or implementation of any variation to the Service Delivery Contract outside pre-agreed conditions (such conditions to be defined in the Service Delivery Contract);
- any consent rights agreed in respect of any Additional Reserved Matters (as defined in paragraph 7.9 below);
- any proposal by the Trust to sub-contract or delegate any of its obligations under the Service Delivery Contract where such sub-contracting or delegation will result in the Trust procuring the delivery of a significant element of the services by a third party;
- any proposal for the Trust to enter into any other contractual arrangement with the Council for the provision of other services to the Council following the Service Commencement Date under the Service Delivery Contract;
- a proposal by the Trust to form or procure the formation of any other legal entity or undertaking of which the Trust would be a member, shareholder or any analogous position in any jurisdiction or acquiring shares in any

other Trust or to the extent that they fall outside the scope of the Service Delivery Contract and/or the relevant Trust business plan participating in any partnership or joint venture, whether incorporated or not or amalgamating or merging the Trust with any other company or business undertaking;

- any proposal by the Trust to assign, novate or otherwise dispose of any of its rights or obligations under the Service Delivery Contract; and
- any proposal by the Council to exercise its rights of step-in pursuant to the Service Delivery Contract.

7.7.2 Decisions requiring prior consultation with the Secretary of State

Prior consultation with the Secretary of State shall be required in respect of each of the matters as follows:

- the approval/amendment of the Trust's Business Plan;
- the approval of any new third-party contracts (which the Trust proposes to enter into outside the scope of the Service Delivery Contract for the provision of services by the Trust to third parties) above the pre-agreed value threshold;
- any proposed change to the Trust's Articles;
- any consultation rights agreed in respect of any Additional Reserved Matters (as defined in paragraph 7.9 below); and
- any proposal by the Council to issue a step-out notice under the Service Delivery Contract.

7.8 The consultation/consent rights of the Secretary of State described above are intended to preserve the integrity of the intervention pursuant to the Directions, and (as applicable) shall be:

7.8.1 set out in a legally binding agreement between the Council and the Secretary of State (the "**Governance Side Agreement**") to be entered into on or before the commencement of the Service Delivery Contract. The Governance Side Agreement will inter alia manage the exercise by the Secretary of State of such consultation/consent rights; and

7.8.2 through 'Third Party Rights' provisions to be contained within the Service Delivery Contract.

7.9 The Parties acknowledge and agree that the Council and the Trust will discuss and finalise the Reserved Matters and may collaboratively identify and agree upon additional matters that should be added to the list of Reserved Matters ("**Additional**

Reserved Matters”). When identifying and agreeing any such Additional Reserved Matters with the Trust, the Council shall:

7.9.1 always have regard to the fundamental principle of the operational independence of the Trust, which shall not be fettered by the Council; and

7.9.2 subject to paragraph 7.7.2, consult the Secretary of State (or his nominee, where applicable) prior to agreeing any Additional Reserved Matters with the Trust.

7.10 Following consultation with the Secretary of State (or his nominee), the Secretary of State shall be entitled to request consent or consultation rights over any Additional Reserved Matters to the extent that the Secretary of State reasonably believes that such rights are necessary. Following any such request by the Secretary of State, the Parties shall agree (acting reasonably and having due regard to the principles set out above) such consent/consultation rights over any Additional Reserved Matters and such rights shall be exercisable by the Secretary of State during the Intervention Period. No Additional Reserved Matters can be agreed between the Council and the Trust until the process set out above and this paragraph has been followed. The Parties acknowledge that prior to the commencement of the Service Delivery Contract the Secretary of State will be acting through his nominee, the Department for Education appointed Commissioner.

7.11 The Reserved Matters (including any Additional Reserved Matters) and the Council’s rights in respect of the same will be set out in the Articles.

8. TUPE/Employment and Pensions

8.1 On the Service Commencement Date there shall be a transfer of relevant and appropriately assigned staff from the Council to the Trust pursuant to TUPE. The scope of the transferring services and the design of the Council’s retained Intelligent Client Function will determine the scope of this TUPE transfer. The Council will be responsible for all pre-transfer employment liabilities of the transferring staff and the Trust will be responsible for all post-transfer employment liabilities of such transferring staff insofar as they relate to their employment by the Trust following the relevant transfer date.

8.2 The Trust shall secure “designated body” status (for the purposes of Part 2, Schedule 2 of the Local Government Pension Scheme Regulations 2013), in relation to the Local Government Pension Scheme (“**LGPS**”) on or prior to the Service Commencement Date. It is anticipated that the scope of this admission will be open to both staff who transfer from the Council to the Trust pursuant to TUPE and also any ‘new’ staff recruited by the Trust after the relevant transfer date (to the extent that the Trust elects to offer such admission to any new recruits) to ensure that the Trust is in a position to recruit high quality personnel.

9. Finance

9.1 Transition Costs

The Parties shall enter into a written agreement which identifies the Council's contribution and Department for Education's contribution to the funding of the transition and any additional costs in respect of the set-up and establishment of the Trust.

9.2 The Trust's Budget

The Council will work with the Commissioner and the Designated Trust Board during the Design and Development Period and Mobilisation Period to identify all the relevant costs associated with the performance of the Relevant Functions and will agree a budget that will be allocated and paid to the Trust by the Council pursuant to the Service Delivery Contract for the purpose of covering its costs of performing the Relevant Functions in the first year of the Service Delivery Contract and also to agree an appropriate mechanism in the Service Delivery Contract for the ongoing funding of the Trust over the remaining term of the Service Delivery Contract. The Parties agree that the overall budget provision must enable the Trust to be viable and to deliver the Service Delivery Contract.

10. Key Project Milestones and Management of the Project

10.1 The agreed programme covering the establishment of the Trust is to, subject to meeting the criteria and achieving the gateways pursuant to the "Readiness Assessment", transfer the Relevant Functions in July 2020 under the Service Delivery Contract. This is subject to a more detailed project plan being agreed between the Council and the Commissioner.

10.2 During the Design and Development and Mobilisation Periods, the Project shall be periodically monitored, reviewed and effectively managed through the following key groups:

10.2.1 a Trust Programme Board- chaired by the Commissioner and attended by senior representatives of the Council, the senior lead for children's services in the unitary programme, the Department for Education and the Department for Education appointed project, legal and financial specialists;

10.2.2 a Trust Project Board- chaired by the Department for Education appointed Project Director and attended by the Council work-stream leads and Department for Education specialists; and

10.2.3 the Council will nominate work-stream leads of sufficient seniority to deliver the requirements of the programme

(herein referred to collectively as the "**Project Boards**").

11. Miscellaneous

- 11.1 Subject to paragraph 1.6, both Parties agree to act at all times in good faith and in the spirit of mutual trust and co-operation in relation to the delivery of the Project in accordance with the terms of this MoU.
- 11.2 The Parties shall agree the scope and confidentiality of the information sharing which shall take place during the Term, including access to the Council’s financial and management reporting records and systems.
- 11.3 The Parties may vary the terms of this MoU at any time by the agreement of both Parties in writing.
- 11.4 Any dispute that may arise as to the interpretation or application of this MoU shall be settled by discussion between the Parties. Both Parties agree to use all reasonable endeavours to seek to resolve any such dispute.

Signed _____

Print name _____

The **Commissioner for Children’s Services** (on behalf of the Secretary of State)

Signed _____

Print name _____

Chief Executive

On behalf of Northamptonshire County Council

Appendix A

STATUTORY DIRECTION TO NORTHAMPTONSHIRE COUNTY COUNCIL IN RELATION TO CHILDREN'S SERVICES UNDER SECTION 497A (4B) OF THE EDUCATION ACT 1996

WHEREAS:

1. The Secretary of State for Education ("the Secretary of State") has noted in respect of Northamptonshire County Council ("the Council") that performance of children's social care services has significantly deteriorated, as detailed in Ofsted's letter dated 13 November 2018 following a focussed visit carried out on 17 and 18 October 2018 ("The 2018 Ofsted letter").

2. On 10 May 2018, the Secretary of State for Housing, Communities and Local Government issued Directions to the Council ("The MHCLG Directions") under section 15(5) and (6) of the Local Government Act 1999 ("the 1999 Act"). These Directions followed the report dated 15 March 2018 of the Best Value Inspection of the Council by Max Caller CBE, published and given to the Council on 15 March 2018. The MHCLG Directions provided for Commissioners appointed by the Secretary of State for Housing, Communities and Local Government ("The MHCLG Commissioners") to exercise functions of the Council associated with governance and scrutiny, appointment of statutory officers and strategic financial management.

3. The Secretary of State has carefully considered:

a. The 2018 Ofsted letter, which found that children's social care services have significantly deteriorated since inspection in 2016 and issued two areas for priority action around workforce capacity and case allocation and progression;

b. The history of children's social care performance in Northamptonshire, including:

i. Ofsted's report of April 2016 following inspection under the single inspection framework on 8 February to 10 March 2016, which found children's social care services to be 'requires improvement' overall, and across every category;

ii. Ofsted's report of August 2013 following inspection of services for looked after children on 15 July 2013, which found that services for looked after children were 'inadequate' overall, and 'inadequate' across every category;

iii. Ofsted's report of May 2013 following inspection of adoption services on 22 March 2013, which found that adoption services were 'inadequate' overall. Outcomes for children and young people were 'inadequate'. The quality of the service was 'inadequate'. Leadership and management was 'inadequate'. Safeguarding children and young people was 'adequate';

iv. Ofsted's report of March 2013 following inspection of the arrangements for the protection of children on 25 to 29 February 2013, which found that arrangements to protect children in Northamptonshire were inadequate overall, and across every category;

v. The decision following these 2013 reports to issue a statutory direction on 2 October 2013 requiring the council to take various actions to secure improvement of children's services.

c. The letter of 2 November 2018 from the MHCLG Commissioners, which set out a number of concerns about the performance of children's services and requested additional capacity for the Commissioner team to provide oversight of the operation of children's services;

d. The subsequent direction of 30 November 2018 appointing Malcolm Newsam CBE as Commissioner for Children's Services in Northamptonshire ("the Children's Services Commissioner");

e. The decision by the Secretary of State for Housing, Communities and Local Government to implement the proposal to create two unitary district councils to replace current local government arrangements;

f. The report by the Children's Services Commissioner dated 20 February 2019 on current performance in Children's Social Care and the optimum delivery and governance arrangements for children's services in the event of a reorganisation of local government in Northamptonshire.

4. The Secretary of State is therefore satisfied that the Council continues to fail to perform to an adequate standard some or all of the functions to which section 497A of the Education Act 1996 ("the 1996 Act") is applied by section 50 of the Children Act 2004 ("children's social care functions"), namely:

a. social services functions, as defined in the Local Authority Social Services Act 1970, so far as those functions relate to children;

b. the functions conferred on the Council under sections 23C to 24D of the Children Act 1989 (so far as not falling within paragraph a. above); and

c. the functions conferred on the Council under sections 10, 12, 12C, 12D and 17A of the Children Act 2004.

5. The Secretary of State has replaced Malcolm Newsam with Andrew Christie as Commissioner and Clare Chamberlain as Support Commissioner for Children's Services in Northamptonshire ("the Children's Services Commissioner" and "the Children's Services Support Commissioner" respectively and jointly "the Children's Services Commissioner Team") in accordance with, and for the purposes of, the terms of reference ("the Terms of Reference") set out in the Annex to this direction.

6. Lincolnshire County Council continue to act as the Department for Education's improvement adviser.

7. The Secretary of State, having considered representations made by the Council, considers it expedient, in accordance with his powers under section 497A(4B) of the Education Act 1996, to direct the Council as set out below in order to ensure that all of the Council's children's social care functions are performed to an adequate standard.

8. NOW THEREFORE:

9. Pursuant to his powers under section 497A(4B) of the Education Act 1996 Act, the Secretary of State directs the Council as follows:

a. To comply with any instructions of the Secretary of State or the Children's Services Commissioner Team in relation to the improvement of the Council's exercise of its children's social care functions and provide such assistance as either the Secretary of State or the Children's Services Commissioner Team may require;

b. To co-operate with the Children's Services Commissioner Team, including on request allowing the Children's Services Commissioner Team at all reasonable times access to:

- i. any premises of the Council;
- ii. any document of, or relating to, the Council; and
- iii. any employee or member of the Council,

which appear to them to be necessary for achieving the purposes of, and carrying out the responsibilities set out in the Terms of Reference;

c. To provide the Children's Services Commissioner Team with such amenities, services and administrative support as they may reasonably require from time to time for the carrying out of their responsibilities in accordance with the Terms of Reference, including:

- i. providing officers' time or support; and
- ii. providing office space, meeting rooms or computer facilities; and

10. To work with the Secretary of State for Education and/or the Children's Services Commissioner Team towards the establishment of a wholly-owned council company for the delivery of children's social care services (the children's services trust) in Northamptonshire, transferring operational control for children's social care services from the Council to the company from July 2020, with provision to transfer commissioning arrangements to any new unitary councils at the point they become fully operational.

11. To work with Children's Services Commissioner Team on a long-term improvement plan to address the improvement priorities he has identified within children's social care.

12. In consequence of this direction, the Secretary of State for Education revokes the direction of 10 June 2019.

13. This direction will remain in force until it is revoked by the Secretary of State.

Signed on behalf of the Secretary of State for Education
Emily Whitehead - A Senior Civil Servant in the Department for Education
Dated: October 2019

ANNEX

Non-Executive Commissioner Team for Children's Services Northamptonshire County Council Terms of Reference

The Children's Services Commissioner and Children's Services Support Commissioner are expected to take the following steps.

1. To issue any necessary instructions to the Council for the purpose of securing immediate improvement in the Council's delivery of children's social care services; to identify ongoing improvement requirements; and to recommend any additional support required to deliver those improvements, working with and taking account of the views of the Department's appointed improvement adviser, Lincolnshire County Council.
2. To oversee work towards the establishment of a wholly-owned council company for the delivery of children's social care services (the children's services trust) in Northamptonshire, transferring operational control for children's social care services from the Council to the company, from July 2020, with provision to transfer commissioning arrangements to any new unitary councils at the point they become fully operational.
3. To work in partnership with the MHCLG Commissioners to contribute to the work to rebuild the governance capacity of the authority and to secure its compliance with the best value duty under Part I of the 1999 Act, in so far as it relates to the governance of children's services, including that the authority's financial management in respect of children's services is exercised in conformity with the best value duty.
4. To report regularly to the Secretary of State for Education and the Secretary of State for Housing, Communities and Local Government on progress on stabilising and improving children's services and on establishing the children's services trust.

Appendix B

Part A: The List of Transferring Services

Functions	Description
Children's Social Care	MASH and assessment services
	Children in need
	Children in need of protection
	Children that are looked after
	Social Care Services for Children with Disabilities (to be agreed)
	Fostering and Adoption
	Care Leavers
	Independent Reviewing Officers
	Quality Assurance Service
	Children's residential care homes
	Out of Hours Services
	Children's Social Care Commissioning
	Children's Placement Service
Early Help/ Targeted Services (not universal services)	Targeted Support to children and families (including services delivered as part of the Children's Centres offer)
	Contact services
Youth Offending Services	Youth Offending Services (with agreement of the Board)
Safeguarding Partnership	Safeguarding Partnership Business Unit

Part B: Relevant Support Services (either transferring or being purchased from the Council as Support Services or being purchased from a third party supplier)

(i) Services to be disaggregated and transferred to the Trust

Finance and management accountancy
Human resources and workforce strategy
Learning and development
Performance management and analytics
Communications and marketing
Transformation
Customer services and complaints management
Business Support/Administration
Projects and transformation
Business Systems Administration
Policy Strategy and planning

(ii) Services to be disaggregated and transferred to the Trust or to be considered for Service Level Agreements

HR administration
HR Health and Safety
HR Job evaluation
HR Occupational Health
HR Payroll and pensions
Finance Cashiers
Finance General Debt Recovery
Finance Internal Audit, Risk Management, Insurance and Counter Fraud
Finance Procurement
Finance Tax and VAT
ICT (Fixed Telephony Services; Mobile Telephony Services; Corporate and Specific Application Services; Infrastructure and End User Devices; Software and Hardware Licensing; WAN Connectivity Services; LAN & WiFi Connectivity Services)
Buildings (Soft Facilities Management Services)
Postal Services
Legal Services (excluding children's)

(iii) Children's legal services: currently supplied by LGSS Law Ltd

Due to issues of recruitment and retention the future of childcare lawyers needs to be determined. The Council would be grateful for the Commissioner's engagement on this subject as soon as possible.



CABINET

17 DECEMBER 2019

DIRECTOR OF PUBLIC HEALTH: LUCY WIGHTMAN

**CABINET MEMBER WITH RESPONSIBILITY FOR ADULT SOCIAL CARE &
PUBLIC HEALTH: COUNCILLOR IAN MORRIS**

Subject:	Social Prescribing – Social Impact Bond
Recommendations:	<p>Cabinet is asked to:</p> <ol style="list-style-type: none"> 1. Support the Northamptonshire Health and Care Partnership proposal for investment in a Northamptonshire-wide social prescribing programme to support residents with multiple long term conditions, mental health conditions, who are carers and/or who are socially isolated. 2. Agree that delegated authority be given to the Director of Public Health, in consultation with the Cabinet Member for Public Health, to enter into a Social Outcomes Contract with partner organisations (specifically Nene and Corby CCGs) to fund a Social Prescribing programme for a period of six years.

1. Purpose of report

To provide an overview of the Social Impact Bond contract (the “Social Outcomes Contract” (SOC)) and planned investment in county wide social prescribing.

To seek Cabinet support for proposed public health grant seed funding investment of £3.4m, alongside the investment of Northamptonshire Health and Care Partnership (NHCP) organisations and the Life Chances Fund of £10.6m, to launch and embed social prescribing and prevention services across the County.

Social prescribing, sometimes referred to as community referral, is a means of enabling GPs, nurses and other primary and social care professionals to refer people to a range of local, non-clinical services through a link worker. Link workers can give people the time that professional medical staff sometimes cannot find and can take the opportunity to focus on what matters to the person, taking a holistic approach to people’s health and wellbeing and addressing the underlying causes of ill-health. They connect people to community groups and statutory services for practical and emotional support, thereby improving their resilience and reducing demand for formal health and social care services.

Link workers also support existing community groups to be accessible and sustainable, and help people to start new groups, working collaboratively with all local partners. Social prescribing also works for a wide range of people, including people:

- with one or more long-term conditions
- who need support with their mental health
- who are lonely or isolated
- who have complex social needs which affect their wellbeing

An example might be someone who suffers from depression finding clubs and activities that help connect them to people, partake in exercise and find new interests as an alternative to medication.

When social prescribing works well, people can be easily referred to link workers from a wide range of local agencies, including general practice, pharmacies, multi-disciplinary teams, hospital discharge teams, allied health professionals, fire service, police, job centres, social care services, housing associations and voluntary, community and social enterprise (VCSE) organisations.

Social prescribing will therefore provide an important and cost-effective non-clinical support system to help residents and patients reduce their over reliance on hospitals, medication and formal care. It can also assist in addressing the social, economic and environmental needs of the target populations in a holistic way, to enable residents to take greater control over their own health and wellbeing, thereby reducing demand on Health and Social Care Services. Our initial focus will be to support those in our population that have issues of mental health or multiple long term conditions and latterly carers and people who are socially isolated.

Through this initiative it is our objective to invest in and build sustainability and resilience in our communities and the VCSE sector through developing county-wide collaborative services that operate consistently and at scale.

2. How this decision contributes to the Council plan

The Council’s vision is for Northamptonshire to be a county where everyone looks after each other and takes responsibility, where the vulnerable are protected and supported and where the people who can help themselves receive the assistance they need to stay independent and healthy.

Social prescribing will bend the trend from medicalisation to socialisation for personal issues that are amenable to a social intervention. Through assisting in the development of community assets and providing a targeted support infrastructure, social prescribing will empower individuals to take a more proactive role in their own health and wellbeing and encourage them to live healthier lifestyles. This will reduce the need for formal health and social care services and reduce inequalities in local residents.

This initiative helps the Council to deliver this vision through the following strategic priorities outlined in the Council Plan:

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| <ul style="list-style-type: none"> • Working in partnership with other public sector organisations (such as the seven district and borough councils, the local NHS bodies, and Northamptonshire Police). • Enabling individuals and communities to achieve better outcomes. |
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- Engaging with partners and communities to co-design and co-deliver services.
- Using innovation to find better and more sustainable ways of delivering services ensuring they are efficient and affordable in the long term.
- Focusing resources on prevention and early intervention.
- Using technology and digital solutions to meet the needs of residents.
- Commissioning and procuring services and goods with partners.
- Reducing inequalities and disparity of opportunities.

3. Background

In Northamptonshire, as elsewhere in the UK, the population is growing and getting older, putting increasing pressure on the health and social care system. The NHS long-term strategic plan proposes to tackle this increased pressure by providing a more holistic, preventative-focused and community-based approach to healthcare.

Social prescribing provides an effective and cost-efficient contributory solution and has been successfully adopted in other areas of the country (see <https://www.england.nhs.uk/publication/ways-to-wellness-social-prescribing-scheme-newcastle-gateshead-ccg/> for details of the Gateshead Social Prescribing programme).

Social prescribing:

- Focuses on prevention of ill health and the promotion of positive health and wellbeing (both mental and physical), through community-based services.
- Addresses the needs of the more vulnerable and harder to reach populations, through a community support model, and, by doing so, tackling health inequalities in our county.
- Offers a service that integrates all stakeholders (patients, practitioners and support community) to focus on addressing the needs of each individual in a holistic way.
- Aims to improve both physical and mental health and wellbeing by improving resilience and community support.

The implementation of the social prescribing will have a long-lasting positive impact in Northamptonshire, including:

- Improving our population's physical and mental health and wellbeing, which will have a ripple effect on the wider system including helping with depression and anxiety issues, increasing employment rates and reducing demand for adult social care.
- Building more resilient communities across the county through the facilitation of increased volunteering and supported social action.
- Reducing reliance on NHS services, easing pressure and releasing capacity in primary and secondary care services, through a prevention-focused approach. In many instances, this reduction in usage will lead to cost avoidance in the system.

A Full Business Case has been produced and agreed by the NHCP Board, Strategic Clinical Group and the Northamptonshire CCGs Governing Body.

4. Consultation and Scrutiny

During the three years of development specific consideration, discussion and scrutiny has taken place across the Northamptonshire Health and Care Partnership governance structure, including at the NHCP Partnership Board, Strategic Clinical Group, Strategic Finance Group and the Collaborative Stakeholder Forum. The full business case has been to the CCG Governing Bodies in Common meeting and was unanimously supported subject to affordability and has also been through internal scrutiny, and subsequently approved for investment, by the Social Investor.

A Social Prescribing Implementation Board has been operational for two years developing the strategic support infrastructure necessary to see this initiative happen at scale across the county. The Board is chaired by Lucy Wightman, NCC Director of Public Health, and membership is drawn from senior representatives of statutory and non-statutory stakeholders such as the NHS (commissioners and providers), District and Borough councils, further education and the VCSE sector.

We have also provided regular updates and held discussions at the Health and Wellbeing Board and at local Health and Wellbeing Fora.

Three engagement events were held on 18, 19th and 20th June 2019 in Church Brampton, Daventry and Corby to give stakeholders the opportunity to help develop what a county-wide social prescribing service might look like. The events brought together more than 150 people from a range of backgrounds, including those who might benefit from using a social prescribing service, health and care professionals who might refer them and voluntary groups that might provide the services.

Feedback and recommendations from the engagement events will be incorporated within the social prescribing implementation framework and further engagement events will test the direction of travel in the coming months and years.

The business case has not been presented to the Northamptonshire Overview and Scrutiny Committee to date but the Chair of the Social Prescribing Implementation Board is happy to do so.

5. Equality Screening

Reason that no EqlA is required	✓ as appropriate
The paper is for information only	
The proposal/activity/decision has no impact on customers or the service they receive	
The proposal impacts upon staff but the proposed staffing changes will not affect the service that customers receive*	
Other (Please explain further)	✓ As funding for this programme has not yet been secured an EqlA has not been completed yet. This will be completed

	<p>should the programme move forwards however impact is anticipated to be positive as this programme aims to address inequalities across the four population groups.</p>
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6. Alternative Options Considered

Visiting GPs when suffering with social and psychological problems does not often provide a long-term solution for patients (Brandling & House, 2009). When patients with socioeconomic or long-term psychosocial problems visit GPs, providing them with a short-term medical fix (i.e. prescribing them anti-depressants) is often seen as the best option; however, it is not the answer both in relation to patient wellbeing and also financial costs.

Provision of Social Prescribing will improve our citizen’s quality of life, mental and emotional well-being and help with depression and anxiety issues. More importantly, social prescribing has “the potential to reduce patients’ reliance on NHS services, easing pressure on accident and emergency wards and hard-pressed GPs” (Devine, 2017). This, in turn, means that it will provide financial savings to the NHS and wider social impact for society (i.e. reduced NHS spending; reduced welfare spending; increased revenue for the Inland Revenue).

One study by Kimberlee (2013) reported that GP surgeries are facing a crisis in terms of a large increase in patient numbers and waiting times. A GP can prescribe the necessary medication and the patient can feel better for a while, but the underlying psychosocial issues will not disappear without a support mechanism to help the patients in their everyday lives (Brandling & House, 2009).

6.1 Financial Implications

Investor options

In August 2018, the Life Chances Fund provided an in-principle award to NHCP of £3.57m to fund the delivery of Social Prescribing outcomes in the county. The grant had conditions and will be fully awarded to our NHCP if they:

1. **Secure a social investor to deliver the programme in the form of a SOC** – This has taken some time but we are in the final stages of negotiating a SOC with Bridges Outcomes Partnership who have previous experience in implementing social prescribing alongside local partners in Gateshead. A number of social investors were approached regarding this proposal however Bridges Outcomes Partnership was able to provide the level of funding required for this programme and had most experience in the funding and support of social prescribing programmes.

2. **Secure a budget to pay for the outcomes delivered by the social prescribing programme** – The Governing Bodies of Northamptonshire’s CCGs have approved the social prescribing Full Business Case and prioritised it for forward investment. The CCGs have approved this on behalf of NHCP NHS partners and we are seeking to extend the partnership through this proposal.

3. **Have the social investor, the budget and a mobilisation plan in place by December 2019** – A Social Prescribing Implementation Board (SPIB) has been meeting and mobilising the background technical infrastructure and is in a position to meet this timescale. SPIB is chaired by the Northamptonshire Director of Public Health, and representatives from the proposed Northamptonshire Unitary Authorities are active members.

The Life Chances Fund award provides a unique opportunity to get 25% of the cost of the social prescribing programme subsidised and an element of match funding that otherwise wouldn’t exist in the system and at a time when everyone’s budgets are under pressure and we might otherwise not be investing in prevention. This will reduce the level of investment needed from the Council and CCGs. In addition, by developing the program as a Social Outcomes Contract (a form of payment by results contract) we secure the necessary upfront investment and implementation expertise, and the commissioners only pay for the outcomes when they are achieved. Therefore as this approach secures the Life Chances funding, no alternative funding options have been considered although various options for social investor support were explored.

Investment requirements

The table below demonstrates the impact on health and care services of fully engaged clients who complete their social prescription. Attribution will be one of the key elements of programme evaluation, but the levels of impact are based upon evaluation findings from pilots and projects elsewhere in the Country and have been tested with Clinical colleagues in Northamptonshire, including the NHCP Strategic Clinical Group for ‘reasonableness’.

Return on Investment and how it is realised in the system during the programme							
in £000s	Y1	Y2	Y3	Y4	Y5	Y6	Total
System Total Return on Investment	0	1,148	2,430	3,727	5,033	6,330	18,667
Acute Hospital Cost Avoidance/Cash Releasing	0	741	1,558	2,371	3,176	3,940	11,788
LTP Change - No Longer Cost Avoidance	0	135	282	424	561	706	2,108
Stress in Primary Care Reduction	0	215	468	738	1,027	1,334	3,781
Acute Bed Capacity Release	0	49	107	169	234	305	863
Ambulance Contract Cash Release 1 Year in Arrears	0	7	16	25	34	45	127

Outcomes payment split by outcomes payer and estimated funds flow to NHCP (this figure reflects only the impact of this project and it does not take into account any additional investment from the system in year 6)

Estimated Funds Flow in £000's							
Northamptonshire Public Health (PH) payment	(242)	(608)	(464)	(602)	(929)	(560)	(3,404)
CCGs payment	0	0	(774)	(1,324)	(2,043)	(1,231)	(5,372)
CCGs MHIS Payment	0	(152)	(310)	(482)	(743)	(448)	(2,134)
LCF payment	(232)	(622)	(834)	(1,032)	(851)	0	(3,570)
Bridges Fund Management	(1,977)	(1,966)	(1,304)	(841)	(243)	6,803	473
Total	(2,450)	(3,347)	(3,685)	(4,281)	(4,808)	4,565	(14,007)
Estimated NHCP Net Funds Flow (excluding PH)	0	996	1,346	1,921	2,247	4,651	11,162
Estimated CCGs Net Cash Releasing Funds Flow (excluding MHIS)	0	741	784	1,047	1,133	2,709	6,414
LCF top up		49%	45%	35%	30%	25%	25%

Risk and Business Continuity Management

a) Risk(s) associated with the proposal

Risk	Mitigation	Residual Risk
CCG do not agree part-parting funding of programme and therefore programme does not progress	Significant engagement with the CCG and social investors – decision to be made at CCG Governing Body in Common meeting on 17 th December 2019	Amber
Anticipated contract outcomes not achieved	Outcomes based payment contract therefore no repayments will be required if contract is unsuccessful	Green
VCSE sector lack capability and/or capacity to deliver required services/social prescriptions	Investment in VCSE infrastructure built into programme and work on strengthening system commenced in anticipation of programme	Green

b) Risk(s) associated with not undertaking the proposal

Risk	Risk Rating
Reputational risk to investing organisations as the proposed programme has been widely publicised	Red
Population cohorts who will benefit from programme will continue to be unsupported and therefore demand for NHS, adult social care and public health services will continue to rise.	Amber

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Background Papers:	None
Does the report propose a key decision is taken?	YES
If yes, is the decision in the Forward Plan?	YES

Will further decisions be required? If so please outline the timetable here	NO
Does the report include delegated decisions? If so, please outline the timetable here	YES – with immediate effect if approved
Is this report proposing an amendment to the budget and/or policy framework?	YES – within budget for PH
Have the financial implications been cleared by the Strategic Finance Manager (SFM)? Have any capital spend implications passed through Capital Programme governance procedures?	YES Name of SFM: Mark Walker NO
Has the report been cleared by the relevant Director?	YES Name of Director: Lucy Wightman
Has the relevant Cabinet Member been consulted?	YES Cabinet Member: Cllr Ian Morris
Has the relevant scrutiny committee been consulted?	NO Scrutiny Committee:
Has the report been cleared by Legal Services?	NO Name of solicitor:
Have any communications issues been cleared by Communications and Marketing?	YES Name of officer: Kathryn Hall
Have any property Issues been cleared by Property and Asset Management?	NO Name of officer:
Have the Procurement Implications below been referenced in the Paper:	NO
Are there any community safety implications?	NO
Are there any environmental implications:	NO
Are there any Health and Safety Implications:	NO
Are there any Human Resources Implications:	NO
Are there any human rights implications:	NO
Constituency Interest:	All