

HEALTH AND WELLBEING BOARD

Minutes of a meeting of the Health and Wellbeing Board held on Wednesday 24th September 2014 at 2.00pm in the Walker Room, Meeting Point House, and Telford TF3 3HS.

PRESENT: Dr M Innes (Vice-Chair) (Clinical Commissioning Group), Cllr P Watling (Telford and Wrekin Council) D Evans (Clinical Commissioning Group), Cllr E Clare (Telford and Wrekin Council), P Taylor (Telford and Wrekin Council), Cllr G Green (Telford and Wrekin Council), Cllr J Seymour (Telford and Wrekin Council), Liz Noakes (Telford and Wrekin Council), J Chaplin (Healthwatch Telford and Wrekin)

Also Present: K Ballinger, (Healthwatch Telford and Wrekin) C Jones (Assistant Director: Family, Cohesion & Commissioning), F Beck (Executive Director for Commissioning Telford & Wrekin CCG), M Bennett (Head of Commissioning for Integrated Care)

Officers: M Cumberbatch (Legal Services) J Power (Delivery and Planning Manager) and J Clarke (Democratic Services Officer).

HWB-01 MINUTES

RESOLVED – that the Minutes of the meetings of the Health and Wellbeing Board held on 12th March 2014 be confirmed and signed by the Chair subject to the following changes:

Page 7 – NHS Future Fit Programme Report the ninth paragraph should be changed from “A report ...” to “A public consultation document ...”.

Page 8 – NHS Future Fit Programme Report the fourth paragraph should be amended from “... but that this would not be good for everyone...” to “... but that this may not be good for everyone ...”.

HWB-02 APOLOGIES FOR ABSENCE

Cllr R Overton (Chair) (Telford and Wrekin Council), Cllr A England (Telford and Wrekin Council), L Johnston (Telford and Wrekin Council), D Wickham (NHS England Shropshire and Staffordshire Area Team) and D Harrison (Clinical Commissioning Group).

HWB-03 DECLARATIONS OF INTEREST

None

HWB-04 PUBLIC SPEAKING

No members of the public had registered to speak.

HWB-05 UPDATE FROM THE STRATEGIC COMMISSIONING GROUP

C Jones and F Beck presented a joint report on the work undertaken by the Strategic Commissioning Group and the Commissioning and Transformation Partnerships (CATPs).

The aim of the Strategic Commissioning Group was to ensure that the commissioning processes deliver performance improvements against the Health and Wellbeing Priorities by:

- Encouraging integrated working between local health, social care and public health commissioners

- Using the JSNA to systematically inform partners commissioning intentions
- Developing commissioning as a strategic function that uses system thinking and agreed commissioning models to understand the relationships between need, demand and outcomes for service users.

Commissioning and Transformation Partnerships (CATPs) were established with responsibility for ensuring delivery against the priority areas and were accountable to the Strategic Commissioning Group and provided regular updates on their progress focussing on commissioning activity against key Health and Wellbeing Board priorities.

Key partners were:

- Better Care Fund Programme Board
- Community Safety Partnership
- Living Well Board
- Children, Young People and Families Board

The Community Safety Partnership was responsible for the priority to reduce the misuse of alcohol and drugs and their priorities were:

- Overall crime be reduced in the Borough
- Anti-social behaviour be reduced and include environmental crime
- Greater community cohesion in the Borough
- Reduce the fear of crime and keep residents in Telford and Wrekin safe

Key DAAT Board headlines were:

- Staffing issues
- The retendering of Inpatient Detoxification Services (October 2014)
- Moving Forward event - key messages were being used to shape the future model for commissioning
- September was National Recovery Month

The Living Well Board has responsibilities for the Health and Wellbeing Priorities as follows:

- Reducing the numbers of people who smoke
- Reducing the numbers of adults and children with excess weight
- Improving emotional health and wellbeing.

Work was underway on establishing a Living Well Board and the focus of the work programme would be to co-ordinate and maximise collection action to promote positive wellbeing, healthy lifestyles and root causes of poor health.

A meeting of the Board would be held on 22nd October 2014, which would be the first official meeting, although some workshops had already taken place with key stakeholders.

The Children, Young People and Families Board was responsible for the Health and Wellbeing Priority

- Reduce Teenage Pregnancy

A SEND Local Offer had been developed and was published on the 1st September.

The Early Health Offer and Strategy Action Plan was another priority of the Children, Young People & Families Board. This used a whole system approach with a strong focus on prevention and was encapsulated into one document to identify any gaps in service. Action plans to close these gaps would be drawn up. It was hoped that this may ease emotional health dependency on CAMHS.

Appendix 1 to the Report was the Disabled Children's Charter Update. Work had been undertaken on the Charter which was largely based on SEND.

A TACT Workshop had been undertaken in regard to Alcohol abuse and it had found that people who had previously been in detox where back were they started and it was hoped that through the procedures in place in Telford that this would be avoided, although there was still more work to do. Further details on performance would be reported over time following the joining up of priorities and by working smartly to improve the outcomes and cut costs.

The report was welcomed by the Board and it was noted that this was a work in progress which needed to be flexible so that health and wellbeing of local people was met.

A discussion took place including:

- The positive journey of the Children, Young People & Families Board
- Ensuring that the Health and Wellbeing Priorities were not lost sight of
- Living Well Board highlighted "Stoptober" which started shortly to try and increase the numbers of quitters
- Care Act Workshop – SEND legislation principles underpinned both the Care Act and SEND as well as Health and Social Care and Children and Adult Services
- Synergies gained from joined up commissioning ie support planning
- Working with Clients for creative solutions which would mean better experiences and outcomes for the Client and would reduce costs
- The availability of "Demonstrator" Funds for pilot schemes - this was currently being explored
- Using JSNA for commissioning intentions made sure that the needs analysis informed the priorities before taking the plans forward
- Educating all teenagers around teenage pregnancy with education programmes in Schools
- Universal services for all teenagers

RESOLVED – that

- a) the Board acknowledged the recent progress on HWB priorities made through the Commissioning and Transformation Partnerships (CATPs); and**
- b) the Disabled Children's Charter Update Report be noted.**

HWB-06 HEALTH AND WELLBEING BOARD STRATEGY OUTCOME MEASURES: PERFORMANCE 2013/14

J Power presented a report on the strategy outcome performance measures for 2013/14.

It was brought to the Board's attention that this was the last time that the report would appear in this format as the report was being developed to firmly embed the information against the

Health and Wellbeing Board Strategy Outcome Measures. The Strategic Commissioning Group would drive performance although the end of year report 2013/14 showed both progress and challenges against the outcome measures.

The report highlighted that against each of the priorities the Health and Wellbeing Strategy identified a series of outcomes measures in order to track progress and movement. HWB priorities focussed on issues that were challenging. Many of these measures were slow moving, due to there being a relatively small number of cases (population based) to show any real statistical change.

The Board expressed disappointment that the report would no longer be produced in this format as they found it very useful as they could see, at a glance, areas that needed more investigation.

A discussion took place including:

- Suicides – emotional health and wellbeing key priority
- Self-harm admission rates being higher than average – this needed further detailed information
- Smoking in pregnancy rates – 6th worst in country
- New smoking cessation service
- CCG continued to put smoking in pregnancy as a key issue – Whole system approach required ie low birth weight babies and not breastfeeding. The need for primary and secondary care to work together
- Emotional Health and Wellbeing being a pan agency approach as inter-partnership working was much more effective

It was highlighted that there were some contradictory indicators regarding the misuse of alcohol and drugs and improving the care and quality of life. It was explained to the Board that there were random fluctuations regarding the direction of travel on some areas depending on the indicator but it was good that the Board looked at the report in detail and highlighted these areas. It was suggested that the priorities could be looked at over several years in order to highlight if there were any trends. It was important to understand the driver and causation ie suicide rates – bullying/cyber bullying and see what impact these negative outcomes produced.

Healthwatch Telford and Wrekin, from their prospective, found this report very informative.

D Evans highlighted the recent coverage in the press relating to the 1 year survival rates for cancers in which Telford and Wrekin had been listed in the 10 worst performers. The CCG were meeting with McMillan during the forthcoming weeks in order to see what lessons could be learnt and how things could be improved ie

- Early diagnosis
- Information
- Signs and symptoms
- Good access to diagnostic testing

These were all recognised as major contributing factors.

A report would be brought back to the Board at a later date.

RESOLVED – that suicides be highlighted as an area that had unacceptable progress and improvement. Detailed analysis by the CATPs be undertaken and report back to the Board.

HWB-07 THE BETTER CARE FUND HEALTH & SOCIAL CARE INTEGRATION

M Bennett, C Jones, and F Beck gave a brief update on the Better Care Fund Health & Social Care Integration.

Following the Health and Wellbeing Board's approval to the draft plan for submission in February 2014 a Better Care Commissioning and Transformation Group which reported to the Health and Wellbeing Board had now been set up. The Plan had been fairly well received although nationally there had been some issues. There was a lot of work to be undertaken with the early implementation of a robust system.

The Health and Wellbeing Board needed to re-submit the plan by the 19th September 2014 and although national conditions remained unchanged the following key changes needed to be demonstrated within the revised Better Care Fund (BCF):

- A more detailed case for change and plan of action must be set out
- A more detailed analysis or risk (including mitigation) and risk sharing agreement must be defined and included in our resubmission
- The plan must demonstrate an alignment with other NHS and Council plans
- Each plan proposal must be described in more detail
- We must detail protection being given to social care services through BCF
- We must show evidence of engagement with stakeholders
- We must show how we have involved providers
- Specific requirement to show how we will reduce admissions by 3.5% with detailed modelling and phased activity assumptions to be included

The Department of Health had put in place a Better Care Task Force. This Task Force had introduced and taken a number of temperature checks in order to assess progress.

The amended plan must be signed off by the Chair of the Health and Wellbeing Board, Chief Accountable Officer of the CCG and the Chief Executive of the Shrewsbury and Telford Hospital NHS Trust.

Following the revisions needed to the initial plan, the project team were currently making the updates. The updated plan would be shared with the Board as soon as possible, once the plan had been approved for submission.

A formal review meeting was undertaken to look at the strengths and weaknesses of the plan and work through the submission and feed in any extra information where necessary. A Step Change engagement workshop had taken place with the acute hospitals and a phased plan had been drawn up to improve the detail on the pilot and build on the work developing through the community capacity. This was one of the few areas working at this stage during 2014, most other areas were only in the planning stages.

D Evans confirmed that there had been no failing on the initial submission but that nationally further assurance was sought on the level of affordability of the BCF.

A discussion took place including:

- The amount of work being undertaken behind the scenes
- Concerns around the risks and contingency around the representation of the SaTH on the Programme Management Board
- The importance of SaTH being involved – some progress had been made and there was now some representation on the Programme Management Board
- Hospital Wards being manned by agency staff and by working with partners the reduction in costs
- Investment in preventable care
- Switching around of hospital beds from acute to non-acute
- Unsustainable health system which needed to change
- BCF taking service development to a different level
- Integration of Services to improve patient experience
- One size approach did not fit all
- Reporting back in a way that the public can understand
- Communication being a key point during discussion with clinicians/public/patients and carers

D Evans asked if there could be an amendment made to the fourth bullet point in the recommendation due to the change of his Title. This would now read:

“delegate power to the Chairman of the Health and Wellbeing Board, in consultation with the Accountable Officer (CCG), to approve any further minor amendments or minor additions to the BCF plan as required by both the National Audit and Cabinet Office”

The recommendation subject to the amendment proposed by D Evans was proposed by P Watling and seconded by G Green.

RESOLVED – that:

- a) the revised requirements to put in place a Better Care Fund be noted;**
- b) the BCF plan (submitted to NHS England on 19th September 2014) be approved;**
- c) delegated power to the Chairman of the Health and Wellbeing Board to sign any further documentation relating to the revised BCF plan document, that may be required, be approved; and**
- d) delegated power to the Chairman of the Health and Wellbeing Board, in consultation with the Accountable Officer (CCG), to approve any further minor amendments or minor additions to the BCF plan as required by both the National Audit and Cabinet Office, be approved.**

HWB-08 HEALTHWATCH TELFORD AND WREKIN ANNUAL REPORT

J Chaplin informed the Board that this was a report for the first year of Healthwatch as it had started from scratch last year.

K Ballinger reported to the Board that 1st April 2013 to 30th March 2014 had been the formulative year of Healthwatch. K Ballinger had joined in May 2013 and the report formed a snapshot of the year but did not tell the complete story.

From April to August they had received outcomes for the uptake of the sexual health services which had flagged up significant issues. A formalised project plan had been drawn up to engage with the public to see what could be done and make the services as good as they could be.

During the first 4-5 months Healthwatch had spoken to approximately 3,000 people by:

- Arranging engagement events
- Attending at Parish Council meetings
- Coracle Regatta in Ironbridge
- TParty and TLive

They were trying to find different ways to engage and gain a larger picture of what mattered and the engagement would continue throughout the Borough in a rolling activity which included:

- Talking to groups in Asda Donnington
- Attending at Supermarkets in Newport
- Visiting groups

They had also visited the Terence Higgins Trust, spoken to the Afro-Caribbean community and with young people.

Leaflets advertising the website had been distributed at the Lions event in Wellington and people were asked to post their comments on the website.

Key areas were:

- CAMHS and Autism
- Mental Health Service In-patient experiences
- Sexual Health Services
- Access to GP Appointments – the local area had over 400 more patients per GP than other areas

Healthwatch sit on the Primary Care Joint Commissioning Board and representing the people of Telford and Wrekin on matters such as:

- FutureFit
- BCF
- Information Sharing Meetings with social Care

There had been 6 enter and view visits but capacity was an issue with volunteers.

Healthwatch were committed to making things as good as they could for the people of Telford and Wrekin.

A discussion took place including:

- Simplifying medical terms into language the public could understand ie Phlebotomy into blood tests
- Healthwatch Board of Directors
- Youth Healthwatch

- Sexual Health Work and working with young people
- The relationship between Healthwatch locally and Healthwatch England
- Sharing of information through the health network
- Escalation of national issues to NHS England

RESOLVED – that both the report and the full annual report be received and noted.

HWB-09 NHS FUTUREFIT PROGRAMME REPORT

D Evans updated the Board on the FutureFit Programme and the Programme Management Board.

The Programme Management Board had met on the 17th September 2014 and the evaluation panel drew up a set of 8 scenarios on the possible ways that acute services could be provided in the future. The information was tabled at the meeting as follows:

1	Do Minimum - Provider & Commissioner efficiency strategies implemented but no major service change. Existing dual site acute services (including A&E).		Four community hospitals and MIUs providing services as currently.
2	EC with UCC & LPC at RSH; *	DTC with UCC & LPC at PRH;	Two to five further UCCs ideally co-located with LPCs & CUs
3	EC with UCC & LPC at PRH;	DTC with UCC & LPC at RSH;	
4	EC with UCC at new site; *	DTC with UCC & LPC at PRH; UCC & LPC at RSH;	
5	EC with UCC at new site; *	DTC with UCC & LPC at RSH; UCC & LPC at PRH;	
6	EC & DTC with UCC & LPC at RSH; *	UCC & LPC at PRH;	
7	EC & DTC with UCC & LPC at PRH;	UCC & LPC at RSH;	
8	EC & UCC with DTC at new site; *	UCC & LPC at PRH & RSH;	
<i>* the potential to locate consultant-led obstetrics either at the Emergency Centre or at PRH should be considered as a variant to these options.</i>			

Key

DTC	=	Diagnostic & Treatment Centre
EC	=	Emergency Centre
LPC	=	Local Planned Care Facilities
RSH	=	Royal Shrewsbury Hospital
PRH	=	Princess Royal Hospital

There were variations with regard to maternity services and the Programme Board had not set fixed points in the programme. There were differing views on the co-location of obstetrics with the emergency care centres.

There had been four recent engagement events at:

- Oswestry
- Newport
- Newtown
- Ludlow

All of the information that had been received from these events had been taken on board. A feasibility study report and further work on the scenarios would take place in order to make a shortlist of the 8 scenarios.

A workforce workstream had been created and the clinical model had been broadly accepted. This work had just begun and once the shortlist had been drawn up then the evaluation panel make a decision.

Further engagement and public consultation sessions would take place on the short list had been drawn up but this would not be until after the Elections in 2015 as this timescale would be unrealistic.

A question was raised as to whether it would be an option to move the mother and baby unit from Princess Royal Hospital (PRH) after millions of pounds had been spent and it had only just been opened in September. D Evans replied that there would be no fixed point as that could appear in some people's eyes that the process had already been determined. There was a potential that this could be moved and there would be an open approach when determining the options shortlisted.

A further questions was raised regarding the cost implications of moving the mother and baby unit. D Evans explained that there was a lot of work to be undertaken in determining the options but it was possible that the cancer unit or the maternity unit may be moved.

A discussion took place including:

- Community Hospitals in Shropshire but none in Telford and Wrekin
- Model of Care for both the rural and urban areas
- The need for FutureFit and not current fit
- Young people to design the services for the future

The Board asked why they had not been told about the 8 options prior to the meeting as these had been available since 17th September. The Board would have found it useful to have seen these options prior to the meeting. D Evans confirmed that he would take the comments back to the Programme Management Board.

Following a question regarding the location of the engagement event in Newport, D Evans confirmed that there would be two further events to be held in the centre of Telford and another in Shrewsbury. The engagement event in Telford would be held on the 15th November.

D Evans informed the Board that there would be a FutureFit 2 document. This would deal with care closer to home and how to provide the community with resources and services for patients that were the right care at the right time in the right place.

RESOLVED – that the report be noted.

HWB-10 SHROPSHIRE/TELFORD AND WREKIN CLINICAL COMMISSIONING
GROUP 5 YEAR STRATEGIC PLAN

D Evans reported that there was a requirement for the Clinical Commissioning Group (CCG) to collectively produce a 5 year strategic commissioning plan in conjunction with our key commissioning partner which, for Telford, is Shropshire CCG.

The plan would run for 5 years from 2014/15 to 2018/19 and described the system vision. This had been developed in consultation with main provider organisations.

This would feed into a larger footprint. Staffordshire had 1 plan into which 5 CCGs had signed up to.

There were 3 components:

- BCF
- FutureFit
- Modernisation of Mental Health Service

In relation to the modernisation of the mental health service there had been the closure of the old victorian Shelton Hospital and the creation of the new Redwood Centre which was closer to home. There were two different scenarios to consider being operational and strategic.

Concerns were raised regarding the changes to the Mental Health Service. The changes regarding the Redwood Centre were to be accompanied by a much greater service which had not materialised. D Evans confirmed that they would be revisiting the assumptions to ensure the outcomes were being met. This was a starting point and SaTH were co-operating with the Mental Health Foundation to ensure there requirements were being put right.

Physical Health and Social Care need a much bigger piece of work to pull it all back together.

The FutureFit 2 Strategy was broadly in line with FutureFit and involved the work around patients and primary care and would begin to look at integrated services such as integrated care needs and mental health care needs. There were concerns around the current provision of the counselling services and prevention work.

Board Members raised concerns regarding Page 9 of the Draft Strategic Plan around two site working. This was something that they were not happy to sign if the Board were not in agreement.

A question was raised as to why the HWB needed to sign the document. D Evans replied that this was a requirement of NHS England.

Board Members suggested that there needed to be a legal discussion around the signing of the document.

D Evans commented that this document had been put forward by 2 CCGs and that it was in regard to the strategic role of Health and Wellbeing Boards nationally. A group of clinicians had concluded that it was unsustainable to continue with the 2 sites that were currently in place.

Board Members expressed their disagreement with the clinicians and suggested that if they signed the document they would be agreeing to 1 site. It was suggested that legal advice be taken before the Board accepted the document.

M Cumberbatch advised that the Board needed to decide whether they wanted to sign the plan, the significance of not signing it, or whether they just wanted to put forward their comments on the plan.

M Cumberbatch stated that as this was a CCG report the legal issues could be reviewed and then the document could be brought back to a future meeting when the Board could be advised as to the legal requirements and the consequences of providing a signatory to the plan.

Members were concerned that they would not be able to sign the document as it stood as there were issues in the document that the Council did not agree with.

Board Members raised the fact that Shropshire had not signed up to the document.

It was suggested that the report could be noted with the exception to the references to 1 site.

P Taylor suggested that legal advice was taken to clarify who actually needed to sign the document as there appeared to be reference to the Head of Adult Social Care. The Board needed to know if it was an officer of the Council or members of the Health and Wellbeing Board who needed to sign as the Board was made up of a range of organisations. He also felt that it was difficult to express the strategic plan in the whole Shropshire context as the document was a footprint for Shropshire and Telford and Wrekin.

Further concerns were raised regarding the document as it seemed to be arguing against a 2 site future and it was felt that there was a strong need to protect services in Telford and Wrekin and how these discussions affected the position going forward.

It was suggested by Board Members that the document would not be endorsed at this time but that it be deferred for further clarity of information until the December meeting.

The NHS England Area Team were not in attendance so the Board could not seek a response to clarify matters during the meeting.

D Evans accepted and understood the Board Members' views. However, the plan would be reviewed in the future by the CCG and NHS England who co-commission primary care. Two site working would not mean that someone who lost an A&E would have nothing to replace it that was not what was being proposed. Local Service provision for most urgent care would be provided with 1 centre for life-threatening care only. Evidence around outcomes had suggested that mortality rates had improved in a 1 site scenario. Heart attack and stroke mortality rates as well as paediatric mortality had improved having the emergency life-threatening centres. Urgent care would still be delivered in both Shrewsbury and Telford and Wrekin by emergency care centres.

Following the debate it was suggested that there be an amendment to the recommendation.

P Watling proposed that the recommendation read "the 5 year plan brought back to the December meeting of the Health and Wellbeing Board following legal advice". This was seconded by E Clare.

RESOLVED – that the 5 year plan be brought back to the December meeting of the Health and Wellbeing Board following legal advice.

HWB-11 CCG QUALITY PREMIUM 2014/15

D Evans presented the CCG Quality Premium 2014/15 report.

The quality premium paid to CCGs in 2015/16 would reflect the quality of the health services commissioned by them during 2014/15. The payment was based on six measures that covered a combination of national and local priorities. These were:

- Reducing potential years of life lost through causes considered amenable to healthcare and addressing locally agreed priorities for reducing premature mortality (15% of quality premium);
- Improving access to psychological therapies (15% of quality premium);
- Reducing avoidable emergency admissions (25% of quality premium);
- Addressing issues identified in the 2013/14 Friends and Family Test (FFT), supporting roll out of FFT in 2014/15 and showing improvement in a locally selected patient experience indicator (15% of quality premium);
- Improving the reporting of medication-related safety incidents based on a locally selected measure (15% of quality premium);
- A further local measure that should be based on local priorities such as those identified in joint health and wellbeing strategies (15% of quality premium).

The CCG end of year projections were considered to be over ambitious and these had been refined slightly.

The Impact of Action was to reduce the potential years of life lost through causes considered amenable to healthcare and addressing locally agreed priorities for reducing premature mortality, which included improving equity of access to psychological therapies.

There were several projects which would contribute toward the successful admissions avoidance programme which included the Better Care Fund (BCF) and the Urgent Care Centres. There would also be more focus on the friends and family test.

It was asked if a further report could be brought regarding the action plan compared against the quality premium outcome as there was currently no detailed plan.

RESOLVED – that the quality premium targets for Telford and Wrekin Clinical Commissioning Group (CCG) as set out in Section 3 of the report be agreed.

HWB-12 PHARMACEUTICAL NEEDS ASSESSMENT BRIEFING

L Noakes gave the Board a briefing regarding the Pharmaceutical Needs Assessment.

The Health and Wellbeing Board had a legal duty to publish a revised Pharmaceutical Needs Assessments (PNA) by 1st April 2015. Prior to the sign-off a period of public consultation needed to take place, which was expected to be at the end of November 2014.

The PNA was part of the wider Joint Strategic Needs Assessment (JSNA) and would be used to make decisions on services which were provided by the local community pharmacies. In addition, the PNA would also be used by NHS England to decide if and where new pharmacies were needed.

A report would be brought back to the Board in March 2015.

RESOLVED – that the Pharmaceutical Needs Assessment (PNA) refresh process be endorsed.

The meeting ended at 4.22pm

Chairman:

Date:

TELFORD & WREKIN COUNCIL

HEALTH & WELLBEING BOARD - 10th DECEMBER 2014

FUNDING TRANSFER - NHS ENGLAND (SHROPSHIRE AND STAFFORDSHIRE AREA TEAM) PARTNERSHIP AGREEMENT ("LANSLEY") AND OTHER AGREEMENTS

REPORT OF: PAUL TAYLOR: DIRECTOR OF HEALTH, WELLBEING AND CARE AND DAVID EVANS:CHIEF OFFICER, CCG

LEAD CABINET MEMBER –CLLR ARNOLD ENGLAND

PART A) – SUMMARY REPORT

1. SUMMARY OF MAIN PROPOSALS

The Health and Wellbeing Board are required to discuss and agree the NHS England (Shropshire and Staffordshire Area Team) Partnership Agreement ('Lansley') in respect of a grant pursuant to section 256 of the National Health Service Act 2006, attached as Appendix 1.

The Health and Wellbeing Board is also asked to note:

- Four additional agreements held between NHS Telford and Wrekin Clinical Commissioning Group (CCG) and the Borough of Telford and Wrekin which are due to be approved at the same time as the Lansley Agreement. Appendix 2, 3, 4 and 5.
- The funding referred to in these various agreements will be transferred into a single section 75 Partnership Agreement from April 2015-16 and onwards, excluding the funding outlined in Appendix 3 which is non recurrent. Discussions are taking place between the two authorities to agree and establish the distribution of the available resources.
- A further report on the outcome of this work will be presented to the Health and Wellbeing Board in March 2015. This report will contain details on measurable outcomes and the agreed monitoring arrangements in each authority. The development of the Pooled Fund Partnership arrangements, including the Terms of Reference will be aligned to the '*Pooled budgets and the Better Care Fund*' guidance produced in October 2014 by the Chartered Institute of Public Finance and Accounting, and any subsequent guidance, published in the near future.

2. RECOMMENDATIONS

The Board is requested:

- 1) To discuss and approve the signing of the agreement between NHS England (Shropshire and Staffordshire Area Team) Partnership Agreement and Telford and Wrekin Council.
- 2) To note the four additional funding agreements between the two authorities, also due to be signed at the same time.
- 3) To note the work that is taking place to prepare for a new single Section 75 Partnership Agreement and **request** a further report, prior to commencement, in April 2015.

3. IMPACT OF ACTION

Approval on the content of this report and particularly the NHS England (Shropshire and Staffordshire Area Team) Partnership Agreement is required by the Health and Wellbeing Board for the transfer of the monies to occur (£3,549 million).

The single section 75 Partnership Agreement which will come into effect from 1st April 2015 will be for the full funding amount within the BCF for 2015-16 (**£12,068,000**). This agreement will represent new ways of working between the two authorities and other partner organisations. The Health and Wellbeing Board are responsible for oversight of these arrangements.

4. SUMMARY IMPACT ASSESSMENT

COMMUNITY IMPACT	Do these proposals contribute to a specific HWB Priority	
	Yes	<ul style="list-style-type: none"> To support people with specific health needs to live independently for as long as possible To support people with dementia
	Do these proposals contribute to specific Co-Operative Council priority objective(s)?	
	Yes	<ul style="list-style-type: none"> Improving the health and wellbeing of our communities and addressing health inequalities
	Will the proposals impact on specific groups of people?	
	Yes	<p>The current focus for the BCF is to transform public services for adults needing high levels of health and/or social care support, particularly frail older people at risk of and/or suffering as a result of:</p> <ul style="list-style-type: none"> Falls Dementia Long term conditions /End of Life High risk of admission to hospital or care home Discharged from hospital with a need for rehabilitation and/or enablement <p>This is based on JSNA evidence of demographic changes. Local residents aged 65 and over are an increasing proportion of the population with the fastest increase since 2001 in the 85+ age group (27.3%). The 65+ population is expected to increase by 9,200, an increase of 37%. This age group currently represents 14.5% of the total population. By 2026 this will 17.3%.</p>
TARGET COMPLETION/DELIVERY	<ul style="list-style-type: none"> Sign off of the four Agreements – immediate. 	

DATE	<ul style="list-style-type: none"> New arrangements for the section 75 Partnership Agreement – 1st April 2015. 	
FINANCIAL/VALUE FOR MONEY IMPACT	Yes	<p>The funding contained within these agreements is required to support budgeted expenditure in 2014/15.</p> <p>The approval of the S256 agreement (Appendix 1) will enable the direct transfer of £3.549m to T&W Council from NHS England to support the cost of Adult Social care services with a health benefit.</p> <p>The use of and source of funding for all of these agreements is detailed within the appendices to this report.</p> <p>There will be a Pooled budget of £12.068m in place to support the Better Care Fund plan in 2015/16 and this will contain all of the funding considered in this report with the exception of £355k which is only available in 2014/15. A Section 75 agreement will underpin the Pooled Budget and will be subject to a further report to this Board.</p>
LEGAL ISSUES	Yes	<p>Section 75 Agreements for pooled funding may be entered into pursuant to S75 of the National Health Service Act 2006 (as amended) which allows for local authorities and NHS bodies to pool funds to be spent on agreed programmes for designated services.</p> <p>Section 256 of the National Health Service Act 2006 (as amended) enables NHS Commissioning Authorities (i.e. Clinical Commissioning Groups) to make grants to local authorities towards expenditure on community services and any of the local authority functions.</p> <p>The Health and Social Care Act 2012 sets out the government's reforms to the NHS in England, including the</p>

	<p>abolition of Primary Care Trusts (PCTs), whose commissioning functions transferred to GP consortia Clinical Commissioning Groups (CCGs) from 1 April 2013). The HSCA 2012 amends the NHS Act 2006 to include CCGs in the definition of NHS bodies able to enter into section 75 agreements.</p> <p>Under the section 75 Agreements, Telford and Wrekin CCG will delegate its functions (defined as those functions mentioned in regulation 5 of the NHS Bodies and Local Authorities Partnership Arrangement Regulations 2000 SI No. 617) to the Council , so that the Council may exercise its functions alongside the Council functions and act as lead commissioner of the Services. The Council will also host and provide the financial and administrative support required to enable the effective and efficient management of the Pooled Fund. The Partners will establish the Section 75 Group by appointing the representatives of the Partners and the Section 75 Group will jointly manage the commissioning of the Services. Each Partner provides a cross indemnity which indemnifies the other where it suffers loss caused by a breach of the Agreement terms, negligence, wilful default or fraud.</p> <p>Under the s256 Agreements Telford and Wrekin CCG is empowered to make payments to the Council (who are a local Social Services Authority within the meaning of the Local Authority Social Services Act 1970) towards expenditure incurred or to be incurred by the Council on agreed services. The Council will be responsible for the commissioning and procurement of the required services and will therefore have to ensure compliance with its Constitution and obtaining best value</p>
--	--

		<p>when doing so. The council will provide details of expenditure to the CCG.</p> <p>As set out at paragraph 1 of the report below, this report relates to the transfer of funds for 2014/15. A further report will be provided to the Board in relation to the appropriate agreements for 2015/16.</p>
EQUALITY & DIVERSITY	No	None.
IMPACT ON SPECIFIC WARDS	No	Borough Wide Impact
PATIENTS & PUBLIC ENGAGEMENT	Yes	<p>Linked to the BCF, engagement has taken place through a range of meetings including:</p> <ul style="list-style-type: none"> • Launch – July 2014 • Working Together Event – September 2014 • Presentations to a wide range of meetings including Carers Partnership Board, Dementia Partnership Board, Shropshire Partners in Care; Voluntary Sector Chief Officers Group.
OTHER IMPACTS, RISKS & OPPORTUNITIES	No	None.

PART B) – ADDITIONAL INFORMATION

1. INFORMATION

This paper is about the NHS England transfer of funds to social care for 2014-15 (*NHS Gateway Reference 01597 – Funding Transfer to social care 2014-15*). The NHS England (Shropshire and Staffordshire Area Team) Partnership Agreement (Lansley) and other agreements, listed below.

Section 256 Agreements		
Appendix 1	The NHS England (Shropshire and Staffordshire Area Team) Partnership Agreement (Lansley)	£3,548,832
Appendix 2	NHS Telford and Wrekin Clinical Commissioning Group: Rehabilitation, Reablement and Intermediate Care.	£976,000
Appendix 3	NHS Telford and Wrekin Clinical Commissioning Group: Maintaining Named Individuals	£355,000
Section 75 Agreements		
Appendix 4	NHS Telford and Wrekin Clinical Commissioning Group and Telford and Wrekin Council: Carers	£515,500
Appendix 5	NHS Telford and Wrekin Clinical Commissioning Group and Telford and Wrekin Council: Intermediate Care (Beds and Community) Services.	£323,100

The funding from NHS England (Shropshire and Staffordshire Area Team) cannot be transferred to Telford and Wrekin Council until the following requirements are met.

Requirement	Local Comment/Assurance
The Health and Wellbeing Board has discussed and agreed how the funding is to be used.	December 2014
That CCGs and Local Authorities take a joint report to the Health and Wellbeing Board to agree what the funding will be used for, any measurable outcomes and the	Based on discussions between the two authorities, and in line with national guidance including the Care Act 2014, the funding will be used to support the following areas of work: <ul style="list-style-type: none"> • Intermediate Care, including bed based • Community Equipment and Adaptations • Telecare • Integrated crisis and Rapid Response services

<p>agreed monitoring arrangement in each local authority.</p>	<ul style="list-style-type: none"> • Reablement services • Early Supported Discharge schemes • Preventive services • Carers <p>Governance will reflect the guidance provided in the '<i>Pooled budgets and the better care fund</i>', produced by the Chartered Institute of Public Finance and Accountancy.</p> <p>A more detailed report on the Section 75 Partnership Agreement and governance will be presented to the Health and Wellbeing Board on 11th March 2015.</p>
<p>The Health and Wellbeing Board are required to approve the report which is then appended to the agreed Section 256 agreement between the local authority and NHS England</p>	<p>This will occur immediately after approval is given by the Health and Wellbeing Board.</p>
<p>The Agreement must be signed by both parties.</p>	<p>As above.</p>

2. IMPACT ASSESSMENT – ADDITIONAL INFORMATION

Please see Part A: Section 4 above.

3. PREVIOUS MINUTES

There are no previous HWBB minutes in relation to these agreements.

4. BACKGROUND PAPERS

- DH letter (enclosure 1)
- 5 Agreements at Appendices 1,2,3,4,5

Report prepared by:

Kit Roberts
 Better Care Project Manager
 Telephone: 01952 389990

Appendix 4

DATED _____ **2014**

BOROUGH OF TELFORD & WREKIN (1)

and

NHS TELFORD AND WREKIN (2)
CLINICAL COMMISSIONING GROUP

AGREEMENT

**Section 75 Partnership Agreement for
a Pooled Fund for the Provision of
Carer Support Services**

Contents

1	Definitions	3
2	Commencement and Duration	7
3	Partnership Arrangements	8
4	Delegation of Functions	9
5	Section 75 Group	9
6	Council's Obligations	10
7	Pooled Funding Arrangements.....	11
8	Budgets	13
9	Virement	14
10	Audit.....	14
11	Health and Social Care Records.....	14
12	Costs.....	14
13	Indemnities.....	14
14	Liabilities	15
15	Insurance	16
16	Complaints, Investigations and Publicity.....	16
17	Sharing and Handling of Information	16
18	Termination and Disputes.....	17
19	Consequences of Termination.....	17
20	Term of the Agreement.....	18
21	Variation.....	18

22	Counterparts	19
23	No Partnership	19
24	Third Party Rights.....	19
25	Notices	19
26	Assignment and Subcontracting	19
27	Severability.....	19
28	Waiver	20
29	Entire Agreement	20
30	Governing Law and Jurisdiction.....	20
31	Fair Dealings	20
	Schedule 1	21
	Aims and Outcomes of the Partnership Arrangements	21
	Part 1 Aims	21
	Part 2 Outcomes	21
	Schedule 2.....	23
	Description of Services and Service Requirements and Standards	23
	Schedule 3.....	28
	Pooled Fund Arrangements.....	28
	Schedule 4.....	29
	Terms of Reference of the Section 75 Group.....	29
	Schedule 5.....	32
	Performance Management Framework.....	32

THIS AGREEMENT is made on

2014 **BETWEEN:**

- (1) **NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP** (referred to in this Agreement as “**T&W CCG**”) of Halesfield 6, Halesfield, Telford, TF7 4BF; and
- (2) **BOROUGH OF TELFORD & WREKIN** (referred to in this Agreement as “**the Council**”) of Darby House, Lawn Central, Telford, TF3 4JA.

WHEREAS:

- (A) The Partners have agreed to enter into the Partnership Arrangements for the purposes of the provision of the Services.
- (B) The objectives of the Partnership Arrangements are to improve the Services for the benefit of Carers and Cared For Persons through closer working between the National Health Service and Local Government and which is pursuant to the obligations for the Partners to co-operate with each other in providing the Services as referred to in Section 82 of the Act.
- (C) The Partnership Arrangements have been established pursuant to Section 75 of the Act and pursuant to the Regulations.

IT IS HEREBY AGREED BETWEEN THE PARTNERS:

1 **Definitions**

1.1 In this Agreement unless the context otherwise requires:

“**Act**” means The National Health Service Act 2006;

“**Agreement**” means this agreement together with any schedules that are attached to it;

“**Aims and Outcomes**” means the objectives of the Partners, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Functions are exercised, as described in Schedule 1;

“**Cared For Person**” means an individual who is receiving care from a Carer;

“**Carer**” means an individual who is providing care to or for their family member or friend;

“Care Laws” means: the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children's Act 2000, the Carers Equal Opportunities Act 2004, the National Health Service and Community Care Act 1990 and the Care Act 2014 as in force from time to time;

“Chief Officers” means the Chief Executive Officer of the Clinical Commissioning Group and the Director Health Wellbeing and Care of the Council

“Commencement Date” means 1st April 2014;

“Council” means the Borough of Telford & Wrekin;

“Council’s Functions” means such of those functions mentioned in regulation 6 of the Regulations as may be necessary to provide the Services;

“Data Protection Legislation”: means the following:

- (a) the Data Protection Act 1998 (DPA 1998);
- (b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (c) the Regulation of Investigatory Powers Act 2000;
- (d) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
- (e) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); and
- (g) all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

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

“Financial Year” means the period commencing on 1st April each year and terminating on 31st March in the following year unless otherwise defined by the Council for accountancy purposes;

“Functions” means together T&W CCG Functions and the Council’s Functions;

“Health Improvement Plan” means the local NHS Health Improvement and Modernisation Plan which applies to T&W CCG prepared pursuant to the Act or any other plan known to incorporate the Aims and Outcomes;

“Host Authority” means the host partner for the Functions under this Agreement or any agreement previously entered into between the Partners or their predecessor bodies, pursuant to section 75 of the Act;

“Initial Term” means the period commencing on the Commencement Date and ending on 31st March 2015;

“Insurance Protocol” means the agreed insurance protocol in place from time to time between local authorities and NHS bodies who are partners to agreements made pursuant to section 75 of the Act;

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

“Memorandum Account” means the document referred to at clause 6.6;

“NHS England” means the National Health Service Commissioning Board;

“Partners” means together T&W CCG and the Council and each a “Partner”;

“Performance Management Framework” means the framework set out at Schedule 5;

“Partnership Arrangements” means the arrangements jointly agreed by the Partners for the purposes of providing the Services pursuant to the Regulations and Section 75 of The Act;

“Pooled Fund Arrangements” means the arrangements made by the Partners for establishing and maintaining the Pooled Fund as set out in clause 7 and Schedule 3 hereof;

“Pooled Fund” means the fund of monies maintained by the Pooled Fund Manager from contributions by the Partners made pursuant to clause 7 and Schedule 3;

“Pooled Fund Manager” means the officer appointed pursuant to clause 5.3.2 for the purposes of administering the Pooled Fund;

“Regulations” means the NHS Bodies and Local Authorities Partnership Arrangement Regulations 2000 SI No. 617 and any amendments and subsequent re-enactments;

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

“Representative” means a Partner's employee, agent or subcontractor and any employee of the other Partner who is seconded to the Partner and is acting in accordance with the Partner's instructions;

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

“RPI” means the Consumer Prices Index, from time to time, as currently maintained by the Office for National Statistics;

“Section 75 Group” means the committee established by the Partners pursuant to clause 5.1 and regulation 10(2) of the Regulations;

“Services” means the support services to be provided to Carers as more particularly described in Schedule 2;

“Service Provider” means any provider commissioned by the Council to provide the Services or any part of them;

“T&W CCG Functions” means such of those functions mentioned in regulation 5 of the Regulations as may be necessary to provide the Services;

“Term” means the period of the Initial Term as may be varied by:

- (a) any extensions to this Agreement agreed under clause 20.1; or
- (b) the earlier termination of this Agreement in accordance with its terms.

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

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

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

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

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

1.7 A reference to **writing** or **written** includes faxes but not e-mail.

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

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

1.10 Unless otherwise specified, references to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 **Commencement and Duration**

2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.

3 **Partnership Arrangements**

- 3.1 The Partners enter into these Partnership Arrangements under section 75 of the Act in order to commission the Services for the benefit of the Carers.
- 3.2 The specific Aims and Objectives of the Partnership Arrangements are set out in Schedule 1.
- 3.3 The Partnership Arrangements shall comprise:
 - 3.3.1 the delegation by T&W CCG to the Council of the T&W CCG Functions, so that it may exercise the T&W CCG Functions alongside the Council Functions and act as lead commissioner of the Services:
 - 3.3.2 the establishment of the Pooled Fund for the Services: and
 - 3.3.3 the establishment of the Section 75 Group.
- 3.4 The Council shall host and provide the financial and administrative support required to enable the effective and efficient management of the Pooled Fund.
- 3.5 In accordance with Regulation 4(2) of the Regulations, the Partners have carried out a joint consultation on the proposed Partnership Arrangements with Carers and 'Cared For' Persons who appear to them to be affected by the Partnership Arrangements via the Carers Partnership Board.
- 3.6 T&W CCG is satisfied that the Partnership Arrangements fulfil the objectives set out in the Health Improvement Plan.
- 3.7 Nothing in this Agreement shall prejudice or affect:
 - 3.7.1 the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity;
 - 3.7.2 the powers of the Council to set, administer and collect charges for any Council Function; or
 - 3.7.3 the Council's power to determine and apply eligibility criteria for the purposes of assessment under any applicable Care Laws.

4 **Delegation of Functions**

- 4.1 For the purposes of the implementation of the Partnership Arrangements, T&W CCG hereby delegates the exercise of the T&W CCG Functions to the Council to exercise alongside the Council's Functions and act as lead commissioner of the Services.
- 4.2 Additional services may be brought within the scope of this Agreement during the Term by agreement between the Partners in writing.

5 **Section 75 Group**

- 5.1 The Partners will establish the Section 75 Group by appointing the representatives of the Partners as described in Schedule 4 and the terms of reference by which the Section 75 Group is required to comply are set out in Schedule 4.
- 5.2 Either Partner may change the representatives appointed to the Section 75 Group on its behalf at any time by notice to the other Partner in writing.
- 5.3 The obligations of the Section 75 Group in relation to the Services shall be as follows:
- 5.3.1 to jointly manage the commissioning of the Services and to manage issues arising therefrom;
 - 5.3.2 to recommend to the Chief Officers who shall make such appointment, the appointment of an individual who shall act as Pooled Fund Manager;
 - 5.3.3 to adhere to the performance management framework set out in Schedule 5;
 - 5.3.4 to prepare and agree the timing of submission of monitoring reports to take account of the reporting cycles of the Partners and to provide copies of those reports to the Chief Officers;
 - 5.3.5 to undertake appropriate action resulting from the above reports where such action is agreed to be necessary;
 - 5.3.6 to discuss and agree approaches to issues arising from the development of Services;

5.3.7 to seek to resolve disputes or, where necessary, to refer such disputes to the Chief Officers of the Partners to this agreement for resolution; and

5.3.8 to perform any other obligations as may be deemed appropriate by the Partners.

6 **Council's Obligations**

6.1 The Council is the Host Authority for the Partnership Arrangements and agrees to act as lead commissioner of the Services.

6.2 The Council shall provide the Services or procure that they are provided and shall be accountable to T&W CCG for the T&W CCG Functions for the benefit of the Carers and the Cared For Persons:

6.2.1 to ensure the proper discharge of the Functions;

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

6.2.3 in all respects in accordance with the Aims and Outcomes, the Performance Management Framework, the applicable policies and requirements set out in Schedule 2 and the other terms of this Agreement;

6.2.4 subject to clause 6.3, in accordance with its standing orders, standing financial regulations or other rules on contracting; and

6.2.5 in accordance with all applicable Law

6.3 Where T&W CCG has in place from time to time, regulations which it considers to be more stringent than those of the Council, T&W CCG may request on reasonable notice to the Council in writing, that the Council agree to adopt those regulations in order to ensure that best practice is applied to the provision of the Services. The agreement of the Council in such circumstances shall not be unreasonably withheld or delayed.

6.4 The Council will create a separate accounting structure within its systems in respect of the Services (including a separate cost centre).

6.5 The Council will develop, finance and audit arrangements taking account of guidance from the Audit Commission, the Chartered Institute of Public Finance & Accountancy

and that guidance contained in “The Health Act Section 75 Partnership Arrangements” and other relevant guidance as issued by the Department of Health and NHS England from time to time.

- 6.6 As soon as practicable after the end of each Financial Year, the Council will produce a Memorandum Account in respect of the Financial Year just ended, showing income received, expenditure and any balance remaining in respect of the Pooled Fund which it shall send to the Partners for inclusion in their statutory accounts.

7 Pooled Funding Arrangements

- 7.1 As at the Commencement Date, the Partners have agreed during the Initial Term, to make the initial contributions to the Pooled Fund as are set out in Part 1 of Schedule 3. Unless otherwise agreed between the Partners, the Pooled Funds will be allocated as set out in Part 2 of Schedule 3.
- 7.2 The Council shall use the Pooled Funds only for the purposes of securing the commissioning of the Services and in such a way as will secure the most effective and efficient use of resources.
- 7.3 During the Term, the Partners shall confirm and agree on 1 April of each year the monies which each shall contribute to the Pooled Fund. The Pooled Fund will meet the costs of commissioning the Services to be undertaken in accordance with this Agreement including reasonable overhead costs of the Council to reflect the infrastructure support provided by it.
- 7.4 The Partners shall pay their contribution to the Pooled Fund to the Council quarterly in advance, on receipt of an invoice from the Council sent to the Partners’ representative appointed to the Section 75 Group.
- 7.5 The Pooled Fund Manager shall be:
- 7.5.1 the “Service Delivery Manager” in respect of the Services and will commission the Services on behalf of the Council unless otherwise agreed by the Partners in writing;
 - 7.5.2 responsible for reporting to the Section 75 Group the expenditure against budget for the Pooled Fund on a quarterly basis;

- 7.5.3 accountable for managing the budget and forecasting and reporting to the Partners via the Section 75 Group, on the outputs and outcomes and the achievements of targets as set out in the service plans and objectives;
 - 7.5.4 responsible for the management of the Pooled Fund within the agreed budget and will report any potential or actual variations, as soon as practically possible, to the Section 75 Group and in any event at the next meeting of the Section 75 Group following identification of any such variation; and
 - 7.5.5 responsible for sending the Memorandum Account to the Partners at the Financial Year-end for T&W CCG's inclusion in their Statement of Accounts.
- 7.6 Quarterly financial monitoring reports will be sent by the Council to the designated officers to be agreed, but will include the Pooled Fund Manager and the Finance Officer within the T&W CCG. All records must be retained for six years.
- 7.7 Changes forecast to the total level of agreed budgeted expenditure for the year reported to the Section 75 Group in accordance with clause 7.5 hereof shall be dealt with by the Section 75 Group who shall agree appropriate action to contain expenditure within agreed budget or to utilise a surplus, or exceptionally, where additional funding is thought to be required, shall submit a case of need to the Partners. Where additional funding is approved the Partners will consider the appropriateness of continuing such level of funding as part of the budget-setting process for the following Financial Year, as set out in clause 8.
- 7.8 Where an unforeseen over-spend arises at the Financial Year end the Partners will need to consider how best to fund this and its implications for future years. Such additional funding will by default be in proportion to the Partners' contribution to the Pooled Fund unless otherwise agreed by the Section 75 Group.
- 7.9 Unforeseen or fortuitous under-spends at Financial Year end will be available to the Partners in the first instance if required by them in proportion to their contributions made to the Pooled Fund, or if not required, will be managed into the following Financial Year by the Council pending agreement by the Partners on future use of the funds.

- 7.10 Where an under-spend is planned and agreed with the specific aim of carrying it forward for a stated purpose in the following Financial Year then it is for the Partners to agree, if and how, this can be achieved.
- 7.11 In the event of any dispute or disagreement in relation to the liability or benefit for any over-spend or under-spend the matter may be referred by either Partner in accordance with clause 18.
- 7.12 The Partners shall comply with HM Revenue & Customs guidance on VAT in respect of the Pooled Fund. The Council shall consult with HM Revenue & Customs to agree an appropriate scheme for recovery of VAT.

8 **Budgets**

- 8.1 The Partners agree that the annual revenue budget will normally be calculated as the initial budget for the previous Financial Year plus any agreed in-year changes (where it is decided that these should be recurrent), plus any agreed inflationary uplift for the coming Financial Year, plus any agreed planned changes for the coming Financial Year, less any agreed efficiency requirements.
- 8.2 The inflationary up-lift for the revenue budget will be sufficient to meet the cost of relevant pay awards, general RPI inflation, plus any additional costs that are determined as being unavoidable by the Section 75 Group.
- 8.3 Capital and other non-recurring funding will be allocated for use within a designated Financial Year but may be rolled forward into the succeeding Financial Year by agreement of the Section 75 Group subject to the standing orders and standing financial regulations of the Council.
- 8.4 Discussions regarding the financial contributions of each Partner as detailed in clause 7 will take place at the earliest opportunity to allow sufficient time to address any implications for the Services. The Pooled Fund budget will be financially accounted for on the basis of separate budgets being established for each of the commissioning teams in relation to their particular service areas.
- 8.5 The total budget for the Pooled Fund will be the total of all of the established separate budgets as referred to in clause 8.4 above.

9 **Virement**

- 9.1 The Council's normal rules of virement will apply only between the separate budgets that total the Pooled Fund and are used to commission the Services.

10 **Audit**

- 10.1 The Council shall arrange for the audit of the accounts of the Pooled Fund in accordance with its statutory audit requirements and shall provide T&W CCG with any reports required concerning the T&W CCG Functions on reasonable notice.
- 10.2 The Partners shall co-operate in the provision of information, and access to premises and staff, to ensure compliance with any statutory inspection requirements, or other monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

11 **Health and Social Care Records**

- 11.1 T&W CCG shall make available to the Council its current and archived files for the Carers and the Cared For Persons from the Commencement Date. The Council shall hold, and be responsible for maintaining and the safekeeping of those files for the Term, in accordance with Data Protection Legislation.
- 11.2 The Council shall be responsible for facilitating access by Carers and the Cared For Persons to their Personal Data under the DPA 1998.

12 **Costs**

- 12.1 Each of the Partners shall pay any costs and expenses incurred by it in connection with the preparation of this Agreement and the setting up of the Partnership Arrangements.

13 **Indemnities**

- 13.1 Without prejudice to the primary liability of each Partner for its respective functions, preserved by Section 75(5) (a) and (b) of the Act, the following indemnity provision will apply: Each Partner (**Indemnifying Partner**) shall indemnify and keep indemnified the other Partner (**Indemnified Partner**) against all actions, proceedings, reasonable costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful

default or fraud of itself, the Indemnifying Partner's employees, or any of its Representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its Representatives.

- 13.2 References in this clause 13 to damages, claims and liabilities shall include the obligation to pay sums recommended by an Ombudsman or under any other complaint resolution process.
- 13.3 In relation to the diagnosis, care and treatment of a Carer or a Cared For Person under T&W CCG 's functions, the provision of NHS indemnity shall apply in relation to any acts or omissions of T&W CCG, its or any of its Representatives in consequence of which the Carer or Cared For Person suffers harm.
- 13.4 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which are, or may be, subject to an indemnity under this Agreement and any material developments relating to such claim. The Partners shall co-operate in the defence of any such claim or proceedings. No settlement or admission properly made by either Partner in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other under this Agreement.

14 **Liabilities**

- 14.1 Subject to clause 14.2, neither Partner shall be liable to the other Partner for claims by third parties arising from any acts or omissions of the other Partner in connection with the Services before the Commencement Date.
- 14.2 Liabilities arising from services provided or commissioned under any previous Section 75 Agreement shall remain with the Host Authority for the services under the relevant agreement.
- 14.3 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partner under this Agreement.

15 **Insurance**

- 15.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.
- 15.2 The Partners shall co-operate with each other in the defence of any claim arising under this Agreement using the Insurance Protocol agreed between Local Authorities and NHS bodies in operating Partnership Agreements under Section 75, as guidance.

16 **Complaints, Investigations and Publicity**

- 16.1 The Partners shall continue to deal with complaints falling within the ambit of their statutory functions, duties and powers in accordance with their own complaints procedures.
- 16.2 Each Partner shall ensure that the other will be kept fully informed of the progress of any complaints related to their functions and to the arrangements under this Agreement.
- 16.3 The Partners recognise the need and expediency of responding to a complaint as quickly as possible and will therefore deal with any complaints as soon as possible.
- 16.4 Prior to the issue of any press release or making any contact with the press on any issue attracting media attention the Partners shall consult with each other to agree a joint strategy for the release and handling of the relevant issue.
- 16.5 In the event of any potential legal action or complaint to the Parliamentary and Health Service Ombudsman relating to the Partnership Functions, the Partner notified of the potential legal action or complaint shall notify the other immediately and, if possible, agree a joint strategy for dealing with the action.

17 **Sharing and Handling of Information**

- 17.1 Each Partner shall (and shall procure that any of its Representatives involved in the provision of the Services shall) comply with any notification requirements under Data Protection Legislation. Both Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.
- 17.2 The Partners shall share information about Carers and the Cared For Persons to improve the quality of care and enable integrated working.

- 17.3 Except as required by Law, each of the Partners agrees at all times during the Term, to keep confidential all documents or papers which it receives or otherwise acquires, in connection with the other Partner and any materials which are marked “Commercial , Confidential or in confidence” or such similar words signifying that they should not be disclosed.
- 17.4 In the event of an enquiry from a Member of Parliament about the circumstances of a Carer or Cared For Person relating to the Services or a matter of policy, the Partner receiving the enquiry shall consult with the other immediately and agree a joint strategy for the release of information or handling of the enquiry.
- 17.5 The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

18 **Termination and Disputes**

- 18.1 In the event of a dispute between the Partners or a change in their circumstances arising in connection with the terms of this Agreement or its performance, the matter shall, if required by either Partner, be referred in the first instance to the Chief Officers for resolution. In the event of a failure of the Chief Officers to agree upon a resolution, the matter shall be referred to a senior officer of NHS England and the Managing Director of the Council to resolve.
- 18.2 Where a resolution cannot be agreed following exhaustion of the procedure set out in clause 18.1, then either Partner may, by service of twelve months written notice in writing upon the other Partner, terminate this Agreement provided that any such notice shall expire at the end of a Financial Year.

19 **Consequences of Termination**

- 19.1 On the expiry of the Term, or if this Agreement is otherwise terminated in whole or in part for any reason:
- 19.1.1 assets purchased from the Pooled Fund shall be disposed of by the Council and the proceeds of sale allocated according to the Partners' financial contributions or, if otherwise agreed and subject to the conditions of such agreement, shall be retained by the Council;

- 19.1.2 the Council shall transfer to T&W CCG all records in its possession relating to the T&W CCG Functions;
 - 19.1.3 overspends on termination shall be met by the Partners in proportion to, their respective financial contributions to the Pooled Funds; and
 - 19.1.4 the benefit of any underspends on termination of the Agreement shall be passed to the Partners by making refund to them of monies from the Pooled Funds in the same proportions as their respective contributions.
- 19.2 The provisions of the following clauses shall survive termination or expiry of this Agreement:
- 19.2.1 Clause 10;
 - 19.2.2 Clause 11;
 - 19.2.3 Clause 13;
 - 19.2.4 Clause 14;
 - 19.2.5 Clause 15;
 - 19.2.6 Clause 17;
 - 19.2.7 this Clause 19 and;
 - 19.2.8 Clauses 21 to 31 (inclusive).

20 **Term of the Agreement**

- 20.1 The Partners agree that not later than six (6) months prior to the expiry of the Initial Term, they will meet to discuss and consider the possibility of extending this Agreement for up to a further period of two years beyond the Initial Term, subject to approval of the Partners' boards.

21 **Variation**

- 21.1 Any variation to this Agreement, including the Schedules hereto, shall only be valid if it has been agreed in writing in accordance with the Partners' internal decision making processes.

22 **Counterparts**

22.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

23 **No Partnership**

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

24 **Third Party Rights**

24.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25 **Notices**

25.1 Notices shall be in writing and shall be sent to the other Partner marked for the attention of the Chief Officer or another person duly notified by the Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.

25.2 Notices may be sent by first class mail or facsimile transmission, provided that facsimile transmissions are confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

26 **Assignment and Subcontracting**

26.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

27 **Severability**

27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to

make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

28 **Waiver**

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

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

29 **Entire Agreement**

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

30 **Governing Law and Jurisdiction**

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

31 **Fair Dealings**

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

Schedule 1

Aims and Outcomes of the Partnership Arrangements

Part 1 Aims

- 1 The intended aims of the Agreement are:
 - 1.1 to respond to the requirements of applicable Care Laws in relation to supporting Carers in their caring role;
 - 1.2 to ensure an effective and integrated approach between the Partners for commissioning the Services;
 - 1.3 to work within the priorities determined by the Partners in order to meet national and local targets;
 - 1.4 to commission Services which are personalised to the Carer; and
 - 1.5 to record and report on how public resources are used in relation to the Services, evidencing both efficiency and effectiveness.

Part 2 Outcomes

- 2 The intended outcomes of the Partnership arrangements are:
 - 2.1 to meet the requirements of applicable Care Laws;
 - 2.2 to meet the health and wellbeing outcomes identified in the:
 - (i) Joint Strategic Needs Assessment,
 - (ii) Joint Health & Wellbeing Strategy/Priority Plan, and
 - (iii) Associated service strategies or commissioning plans.
 - 2.3 to enable the Partners to improve the ways in which T&W CCG's functions and the Council's functions respectively are exercised by ensuring:
 - (i) equality of access to the Services;
 - (ii) achievement of outcomes evidenced;

- (iii) efficient use of resources;
- (iv) removal of duplication, and
- (v) effective partnership working across organisational boundaries.

2.4 to lead to a health and wellbeing gain as defined by the local Health and Well-being Board

2.5 to provide a focus and lead on local achievement of outcomes and objectives.

Schedule 2

Description of Services and Service Requirements and Standards

- 1 In line with the requirements of applicable Care Laws, Carers will be assessed by the Service Provider in order to determine the Carer's support needs and what those needs may be in relation to the Cared For Person.

- 2 The Service Provider shall in carrying out such assessment, consider:
 - (i) the impact of the caring on the Carer;
 - (ii) the things that a Carer wants to achieve in their own day to day life;
 - (iii) whether the Carer is able or willing to carry on caring;
 - (iv) whether the Carer wants to work;
 - (v) whether the Carer wants to study; and
 - (vi) whether the Carer wants to do more socially.

- 3 Following the assessment, Carers will be informed by the Service Provider as to whether they are eligible for support. The Carer will be eligible for support if:
 - (i) they are assessed as having needs that meet the eligibility criteria;
 - (ii) the Cared For Person lives in the local authority area, and
 - (iii) if there is a charge for the Services, then such charge is accepted by the Carer.

- 4 Charging and financial assessment
 - 4.1 In line with the requirements of applicable Care Laws, the Council will decide if it intends to charge for providing care. If it does charge for care, it will carry out a financial assessment to decide whether the Carer can afford to pay for the Services.

5 Outcome of an Assessment

5.1 The outcome of the assessment carried out by the Service Provider, will be to provide clarity on what help the Carer requires, including:

- (i) help with housework ,gardening or low level support;
- (ii) assistance to maintain links with local community and socialise as caring can isolate individuals e.g. chaperone and befriending support;
- (iii) buying equipment e.g. laptop to keep in touch with family and friends;
- (iv) becoming a member of a gym (looking after own health and wellbeing); and
- (v) providing care and support directly to the person they care for, for example, by providing replacement care to allow the Carer to take a break (as long as the Cared For Person is in agreement).

5.2 In all circumstances the Service Provider will ensure that the Carer will be:

- (i) respected as an expert partner;
- (ii) supported to stay mentally and physically well;
- (iii) treated with dignity; and
- (iv) that young Carers will be protected from inappropriate caring responsibilities (their needs having been considered as Carers in accordance with the Children and Families Act).

5.3 The Service Provider shall ensure that the Services are delivered in accordance with the local Carers Strategy 2013-2016: *'Making connections for Carers in Telford and Wrekin'* and that the eight outcomes specified therein are delivered, giving priority to the three marked with an asterisk below:

- (i) Information, Advice and Support*
- (ii) Planning for the Future*

- (iii) Promotion of Well Being
- (iv) Time for yourself
- (v) Having your say
- (vi) Addressing diverse needs
- (vii) A life outside Caring*
- (viii) Feeling financially safe and secure

5.4 The Service Provider will carry out the activities and meet the targets, set out below, which reflect outcomes linked to the locally agreed Carers Strategy and the Health and Wellbeing Board priorities:

Activity Description	Initiatives	Target outcomes for 2014-15
<ul style="list-style-type: none"> • Planned, personalised support, enabling carers to be supported in their caring role. • Reduce crisis admissions to hospital/residential care / nursing care 	<ul style="list-style-type: none"> • Time limited, practical and emotional support for carers looking after someone with Dementia and/or a long term condition. Carers will be allocated a personal budget following a carers assessment. • The service provision is currently out for re-tender. 	<ul style="list-style-type: none"> • Time for me • Feeling safe and secure • Promotion of well Being Information, advice and support
<p>Carers workshops which will provide:</p> <ul style="list-style-type: none"> • Time away from the caring role • Build on knowledge and skills • Provide practical advice, knowledge and support • Promote peer support and emotional support. 	<p>Creative:</p> <ul style="list-style-type: none"> • Arts • Crafts • Painting • Drawing • Singing Groups <p>Well being:</p> <ul style="list-style-type: none"> • Peer support • Looking after yourself • Cookery <p>Education:</p> <ul style="list-style-type: none"> • Dementia • First Aid • Safe Moving • Employment sessions 	<ul style="list-style-type: none"> • Time for Me • Feeling Safe and secure • Promotion of Wellbeing Information, Advice and Support

	<p>Workshops:</p> <ul style="list-style-type: none"> Providers will be identified from the Preferred Providers Framework 	
<p>Emergency Replacement Support</p>	<ul style="list-style-type: none"> Time limited replacement Practical and personal support delivered to the 'cared for' when the carer is in crisis or unable to provide care. 	<ul style="list-style-type: none"> Promotion of well being Improving the quality of life of the carer Time for Me.

1. The Service Provider will deliver the Services in the following four key ways:

- (i) By providing an Emergency Response Service: Replacement support will be provided up to 48 hours (Monday-Thursday) or 72 hours (Friday to Sunday/Bank Holidays) for Carers who are in crisis where appropriate
- (ii) Moving and Handling Advice and Support: including one to one consultations with Carers with regard to safe moving and handling techniques. To be delivered over 40 hours each month using evaluation material which will be used to evidence that the Services remain person centred and in order to identify the impact of the service, including:
 - a) 'comforts scores' of the Carer and the Cared For Person;
 - b) mobility classification through an Arjo Gallery assessment; and
 - c) the collection of Carer intelligence pre and post service delivery.
- (iii) By appointing a Carers Commissioning Officer (21 hours per week) to work collaboratively across the Council and T&W CCG, the Carers Commissioning Officer will support the delivery of

outcomes, listed above and reflecting the requirements of applicable Care Laws.

- (iv) Personalised Respite packages including the development of recreational opportunities for Carers. All packages offered to individual Carers to support Cared For Persons are only to be paid following a Carers Assessment. The packages must assist in enhancing the physical, psychological and emotional well-being of the Carer and must reflect the requirements of applicable Care Laws.

Schedule 3

Pooled Fund Arrangements

Part 1: Contributions during the Initial Term

The Partners will contribute the cost of the Services during the Initial Term in proportions detailed in the table below:

Partner	Total cost
Council	£320,500
T&W CCG	£195,000
Total	£515,500

Part 2: Apportionment of Pooled Fund Monies in Initial Term

Services	Total cost
Carers Commissioning Officer	£25,000
Carers Centre	£201,440
CVS Short Breaks	£34,560
Impact	£18,000
Emergency Response Care Service	£111,500
Carers respite	£125,000
Total	£515,500

Schedule 4

Terms of Reference of the Section 75 Group

Structure and Role

- 1 The Section 75 Group has delegated authority from the Partners to take decisions on their behalf regarding administration of the Pooled Fund.
- 2 The Section 75 Group will operate within the overall framework of the Telford & Wrekin Health and Wellbeing Strategic Partnership.
- 3 The Section 75 Group will agree, monitor and evaluate spending of the Pooled Fund and delivery of the Services within the context of the Joint Carers Strategy 2012-16.

- 4 The current members of the Section 75 Group are as follows:

The Council

- interim Assistant Director, Adult Social Services
- Assistant Director, Family, Cohesion and Commissioning
- Service Delivery Manager, Commissioning, Vulnerable People
- Service Delivery Manager, Finance

T&W CCG

- Executive Lead, Commissioning
- Head of Commissioning for Integrated Care
- CCG Finance
- Contract Manager, CSU

- 5 The Section 75 Group shall meet at least 4 (four) times each year, or more regularly as the needs of the Services require, and within 14 (fourteen) days if requested by either Party.

- 6 A quorum of the Section 75 Group shall be present when the following members are present:

The Council

- Assistant Director, Adult Social Services **or** Family, Cohesion & Commissioning
- Service Delivery Manager, Commissioning, Vulnerable People
- Service Delivery Manager, Finance

T&W CCG

- Executive Lead, Commissioning
- Head of Commissioning for Integrated Care

- CCG Finances

- 7 The necessary papers required for any Section 75 Group meetings will be circulated at least 5 days prior to any meeting by the Council.
- 8 Any decision to be made by the Section 75 Group shall be determined by a majority decision of the members of the Section 75 Group present and voting.
- 9 If a member of the Section 75 Group is unavailable to attend a meeting, they may send an alternative representative to the meeting. The alternative representative shall contribute to the quorum and shall be entitled to vote.
- 10 Meetings of the Section 75 Group shall be chaired by a representative agreed by the Partners. At the first meeting this matter will be discussed and planned for future meetings for the Term (options, dual chair, alternating chair).
- 11 In the event of a tied vote the chair shall have a casting vote.
- 12 The functions of the Section 75 Group shall be to:
 - (i) Operate as a link between T&W CCG and the Council;
 - (ii) Determine the use of the money within the Pooled Fund
 - (iii) Agree levels of reduction in spend in any area(s) leading to:
 - (iv) Efficiencies (shared between the Partners)
 - (v) Investment in new approaches to better secure stated objective and outcomes
 - (vi) Monitor the Services in accordance with the Performance Management Framework;
 - (vii) Provide (quarterly) reports on the Pooled Fund Budget;
 - (viii) Consider action in regard to any projected overspends or underspends and report on such to the Partners;
 - (ix) Undertake reviews of the Services;
 - (x) Produce reports to the Partners; and

- (xi) Consider disputes referred to it pursuant to this Agreement.

Schedule 5

Performance Management Framework

Performance will be monitored by the Partners and will be measured against the areas of activity and outcomes outlined in Schedule 2 paragraph 5.4, above; the Carers Strategy 2013 – 2016 and reporting to the Carers Partnership Board on a bi-monthly basis.

Contract Reviews

T&W CCG will meet with Council colleagues (Social Care, Commissioning and Finance) on a monthly basis to receive information on progress and outcomes for Services for the period October to March 2014-15.

Contracts with Service Providers in respect of the Services, will be managed by the Contract Manager and quality assessed by the Quality Monitoring Officers.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

By the affixing of the **COMMON SEAL** of

NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP

in the presence of:

Accountable Officer.....

EXECUTED as a DEED

By the affixing of the **COMMON SEAL** of

BOROUGH of TELFORD & WREKIN

in the presence of

Authorised Officer

Appendix 5

DATED _____ **2014**

BOROUGH OF TELFORD & WREKIN (1)

and

NHS TELFORD AND WREKIN (2)
CLINICAL COMMISSIONING GROUP

AGREEMENT

**Section 75 Partnership Agreement for
a Pooled Fund for the Provision of
Intermediate Care (Beds and
Community) Services**

Contents

1	Definitions	3
2	Commencement and Duration	7
3	Partnership Arrangements	7
4	Delegation of Functions	8
5	Section 75 Group	9
6	Council's Obligations	9
7	Pooled Funding Arrangements.....	11
8	Budgets	13
9	Virement	13
10	Audit.....	13
11	Health and Social Care Records.....	14
12	Costs.....	14
13	Indemnities.....	14
14	Liabilities	15
15	Insurance	15
16	Complaints, Investigations and Publicity.....	16
17	Sharing and Handling of Information	16
18	Termination and Disputes.....	17
19	Consequences of Termination.....	17
20	Term of the Agreement.....	18
21	Variation.....	18

22	Counterparts	18
23	No Partnership	19
24	Third Party Rights.....	19
25	Notices	19
26	Assignment and Subcontracting	19
27	Severability.....	19
28	Waiver	20
29	Entire Agreement	20
30	Governing Law and Jurisdiction.....	20
31	Fair Dealings	20
	Schedule 1	21
	Aims and Outcomes of the Partnership Arrangements	21
	Part 1 Aims	21
	Part 2 Outcomes	21
	Schedule 2.....	23
	Description of Services and Service Requirements and Standards	23
	Schedule 3.....	25
	Pooled Fund Arrangements.....	25
	Schedule 4.....	26
	Terms of Reference of the Section 75 Group.....	26
	Schedule 5.....	28
	Performance Management Framework.....	28

THIS AGREEMENT is made on

2014 **BETWEEN:**

- (1) **NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP** (referred to in this Agreement as “**T&W CCG**”) of Halesfield 6, Halesfield, Telford, TF7 4BF; and
- (2) **BOROUGH OF TELFORD & WREKIN** (referred to in this Agreement as “**the Council**”) of Darby House, Lawn Central, Telford, TF3 4JA.

WHEREAS:

- (A) The Partners have agreed to enter into the Partnership Arrangements for the purposes of the provision of the Services.
- (B) The objectives of the Partnership Arrangements are to improve the Services for the benefit of Service Users through closer working between the National Health Service and Local Government and which is pursuant to the obligations for the Partners to co-operate with each other in providing the Services as referred to in Section 82 of the Act.
- (C) The Partnership Arrangements have been established pursuant to Section 75 of the Act and pursuant to the Regulations.

IT IS HEREBY AGREED BETWEEN THE PARTNERS:

1 **Definitions**

1.1 In this Agreement unless the context otherwise requires:

“**Act**” means The National Health Service Act 2006;

“**Agreement**” means this agreement together with any schedules that are attached to it;

“**Aims and Outcomes**” means the objectives of the Partners, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Functions are exercised, as described in Schedule 1;

“**Care Laws**” means: the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children's Act 2000, the Carers Equal Opportunities Act 2004, the National Health Service and Community Care Act 1990 and the Care Act 2014 as in force from time to time;

“Chief Officers” means the Chief Executive Officer of the Clinical Commissioning Group and the Director Health Wellbeing and Care of the Council;

“Commencement Date” means 1st April 2014;

“Council” means the Borough of Telford & Wrekin;

“Council’s Functions” means such of those functions mentioned in regulation 6 of the Regulations as may be necessary to provide the Services;

“Data Protection Legislation”: means the following:

- (a) the Data Protection Act 1998 (DPA 1998);
- (b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (c) the Regulation of Investigatory Powers Act 2000;
- (d) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
- (e) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); and
- (g) all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable;

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

“Financial Year” means the period commencing on 1st April each year and terminating on 31st March in the following year unless otherwise defined by the Council for accountancy purposes;

“Functions” means together T&W CCG Functions and the Council’s Functions;

“Health Improvement Plan” means the local NHS Health Improvement and Modernisation Plan which applies to T&W CCG prepared pursuant to the Act or any other plan known to incorporate the Aims and Outcomes;

“Host Authority” means the host partner for the Functions under this Agreement or any agreement previously entered into between the Partners or their predecessor bodies, pursuant to section 75 of the Act;

“Initial Term” means the period commencing on the Commencement Date and ending on 31st March 2015;

“Insurance Protocol” means the agreed insurance protocol in place from time to time between local authorities and NHS bodies who are partners to agreements made pursuant to section 75 of the Act;

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

“Memorandum Account” means the document referred to at clause 6.6;

“NHS England” means the National Health Service Commissioning Board;

“Partners” means together T&W CCG and the Council and each a “Partner”;

“Performance Management Framework” means the framework set out at Schedule 5;

“Partnership Arrangements” means the arrangements jointly agreed by the Partners for the purposes of providing the Services pursuant to the Regulations and Section 75 of The Act;

“Pooled Fund Arrangements” means the arrangements made by the Partners for establishing and maintaining the Pooled Fund as set out in clause 7 and Schedule 3 hereof;

“Pooled Fund” means the fund of monies maintained by the Pooled Fund Manager from contributions by the Partners made pursuant to clause 7 and Schedule 3;

“Pooled Fund Manager” means the officer appointed pursuant to clause 5.3.2 for the purposes of administering the Pooled Fund;

“Regulations” means the NHS Bodies and Local Authorities Partnership Arrangement Regulations 2000 SI No. 617 and any amendments and subsequent re-enactments;

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

“Representative” means a Partner's employee, agent or subcontractor and any employee of the other Partner who is seconded to the Partner and is acting in accordance with the Partner's instructions;

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

“RPI” means the Consumer Prices Index, from time to time, as currently maintained by the Office for National Statistics;

“Section 75 Group” means the committee established by the Partners pursuant to clause 5.1 and regulation 10(2) of the Regulations;

“Services” means the intermediate care (beds and community) services as more particularly described in Schedule 2;

“Service Provider” means any provider commissioned by the Council to provide the Services or any part of them;

“Service User” means the individuals who are eligible to receive the Services;

“T&W CCG Functions” means such of those functions mentioned in regulation 5 of the Regulations as may be necessary to provide the Services;

“Term” means the period of the Initial Term as may be varied by:

- (a) any extensions to this Agreement agreed under clause 20.1; or

- (b) the earlier termination of this Agreement in accordance with its terms.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 Unless otherwise specified, references to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 **Commencement and Duration**

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.

3 **Partnership Arrangements**

- 3.1 The Partners enter into these Partnership Arrangements under section 75 of the Act in order to commission the Services for the benefit of the Service Users.
- 3.2 The specific Aims and Objectives of the Partnership Arrangements are set out in Schedule 1.
- 3.3 The Partnership Arrangements shall comprise:

- 3.3.1 the delegation by T&W CCG to the Council of the T&W CCG Functions, so that it may exercise the T&W CCG Functions alongside the Council Functions and act as lead commissioner of the Services:
- 3.3.2 the establishment of the Pooled Fund for the Services: and
- 3.3.3 the establishment of the Section 75 Group.
- 3.4 The Council shall host and provide the financial and administrative support required to enable the effective and efficient management of the Pooled Fund.
- 3.5 In accordance with Regulation 4(2) of the Regulations, the Partners have carried out a joint consultation on the proposed Partnership Arrangements with Service Users and other individuals and groups who appear to them to be affected by the Partnership Arrangements.
- 3.6 T&W CCG is satisfied that the Partnership Arrangements fulfil the objectives set out in the Health Improvement Plan.
- 3.7 Nothing in this Agreement shall prejudice or affect:
 - 3.7.1 the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity;
 - 3.7.2 the powers of the Council to set, administer and collect charges for any Council Function; or
 - 3.7.3 the Council's power to determine and apply eligibility criteria for the purposes of assessment under any applicable Care Laws.

4 **Delegation of Functions**

- 4.1 For the purposes of the implementation of the Partnership Arrangements, T&W CCG hereby delegates the exercise of the T&W CCG Functions to the Council to exercise alongside the Council's Functions and act as lead commissioner of the Services.
- 4.2 Additional services may be brought within the scope of this Agreement during the Term by agreement between the Partners in writing.

5 **Section 75 Group**

5.1 The Partners will establish the Section 75 Group by appointing the representatives of the Partners as described in Schedule 4 and the terms of reference by which the Section 75 Group is required to comply are set out in Schedule 4.

5.2 Either Partner may change the representatives appointed to the Section 75 Group on its behalf at any time by notice to the other Partner in writing.

5.3 The obligations of the Section 75 Group in relation to the Services shall be as follows:

5.3.1 to jointly manage the commissioning of the Services and to manage issues arising therefrom;

5.3.2 to recommend to the Chief Officers who shall make such appointment, the appointment of an individual who shall act as Pooled Fund Manager;

5.3.3 to adhere to the performance management framework set out in Schedule 5;

5.3.4 to prepare and agree the timing of submission of monitoring reports to take account of the reporting cycles of the Partners and to provide copies of those reports to the Chief Officers;

5.3.5 to undertake appropriate action resulting from the above reports where such action is agreed to be necessary;

5.3.6 to discuss and agree approaches to issues arising from the development of Services;

5.3.7 to seek to resolve disputes or, where necessary, to refer such disputes to the Chief Officers of the Partners to this agreement for resolution; and

5.3.8 to perform any other obligations as may be deemed appropriate by the Partners.

6 **Council's Obligations**

6.1 The Council is the Host Authority for the Partnership Arrangements and agrees to act as lead commissioner of the Services.

- 6.2 The Council shall provide the Services or procure that they are provided and shall be accountable to T&W CCG for the T&W CCG Functions for the benefit of the Service Users:
- 6.2.1 to ensure the proper discharge of the Functions;
 - 6.2.2 with reasonable skill and care, and in accordance with best practice guidance;
 - 6.2.3 in all respects in accordance with the Aims and Outcomes, the Performance Management Framework, the applicable policies and requirements set out in Schedule 2 and the other terms of this Agreement;
 - 6.2.4 subject to clause 6.3, in accordance with its standing orders, standing financial regulations or other rules on contracting; and
 - 6.2.5 in accordance with all applicable Law.
- 6.3 Where T&W CCG has in place from time to time, regulations which it considers to be more stringent than those of the Council, T&W CCG may request on reasonable notice to the Council in writing, that the Council agree to adopt those regulations in order to ensure that best practice is applied to the provision of the Services. The agreement of the Council in such circumstances shall not be unreasonably withheld or delayed.
- 6.4 The Council will create a separate accounting structure within its systems in respect of the Services (including a separate cost centre).
- 6.5 The Council will develop, finance and audit arrangements taking account of guidance from the Audit Commission, the Chartered Institute of Public Finance & Accountancy and that guidance contained in “The Health Act Section 75 Partnership Arrangements” and other relevant guidance as issued by the Department of Health and NHS England from time to time.
- 6.6 As soon as practicable after the end of each Financial Year, the Council will produce a Memorandum Account in respect of the Financial Year just ended, showing income received, expenditure and any balance remaining in respect of the Pooled Fund which it shall send to the Partners for inclusion in their statutory accounts.

7 **Pooled Funding Arrangements**

- 7.1 As at the Commencement Date, the Partners have agreed during the Initial Term, to make the initial contributions to the Pooled Fund as are set out in Part 1 of Schedule 3. Unless otherwise agreed between the Partners, the Pooled Funds will be allocated as set out in Part 2 of Schedule 3.
- 7.2 The Council shall use the Pooled Funds only for the purposes of securing the commissioning of the Services and in such a way as will secure the most effective and efficient use of resources.
- 7.3 During the Term, the Partners shall confirm and agree on 1 April of each year the monies which each shall contribute to the Pooled Fund. The Pooled Fund will meet the costs of commissioning the Services to be undertaken in accordance with this Agreement including reasonable overhead costs of the Council to reflect the infrastructure support provided by it.
- 7.4 The Partners shall pay their contribution to the Pooled Fund to the Council quarterly in advance, on receipt of an invoice from the Council sent to the Partners' representative appointed to the Section 75 Group.
- 7.5 The Pooled Fund Manager shall be:
- 7.5.1 the "Service Delivery Manager" in respect of the Services and will commission the Services on behalf of the Council unless otherwise agreed by the Partners in writing;
 - 7.5.2 responsible for reporting to the Section 75 Group the expenditure against budget for the Pooled Fund on a quarterly basis;
 - 7.5.3 accountable for managing the budget and forecasting and reporting to the Partners via the Section 75 Group, on the outputs and outcomes and the achievements of targets as set out in the service plans and objectives;
 - 7.5.4 responsible for the management of the Pooled Fund within the agreed budget and will report any potential or actual variations, as soon as practically possible, to the Section 75 Group and in any event at the next meeting of the Section 75 Group following identification of any such variation; and

- 7.5.5 responsible for sending the Memorandum Account to the Partners at the Financial Year-end for T&W CCG's inclusion in their Statement of Accounts.
- 7.6 Quarterly financial monitoring reports will be sent by the Council to the designated officers to be agreed, but will include the Pooled Fund Manager and the Finance Officer within the T&W CCG. All records must be retained for six years.
- 7.7 Changes forecast to the total level of agreed budgeted expenditure for the year reported to the Section 75 Group in accordance with clause 7.5 hereof shall be dealt with by the Section 75 Group who shall agree appropriate action to contain expenditure within agreed budget or to utilise a surplus, or exceptionally, where additional funding is thought to be required, shall submit a case of need to the Partners. Where additional funding is approved the Partners will consider the appropriateness of continuing such level of funding as part of the budget-setting process for the following Financial Year, as set out in clause 8.
- 7.8 Where an unforeseen over-spend arises at the Financial Year end the Partners will need to consider how best to fund this and its implications for future years. Such additional funding will by default be in proportion to the Partners' contribution to the Pooled Fund unless otherwise agreed by the Section 75 Group.
- 7.9 Unforeseen or fortuitous under-spends at Financial Year end will be available to the Partners in the first instance if required by them in proportion to their contributions made to the Pooled Fund, or if not required, will be managed into the following Financial Year by the Council pending agreement by the Partners on future use of the funds.
- 7.10 Where an under-spend is planned and agreed with the specific aim of carrying it forward for a stated purpose in the following Financial Year then it is for the Partners to agree, if and how, this can be achieved.
- 7.11 In the event of any dispute or disagreement in relation to the liability or benefit for any over-spend or under-spend the matter may be referred by either Partner in accordance with clause 18.
- 7.12 The Partners shall comply with HM Revenue & Customs guidance on VAT in respect of the Pooled Fund. The Council shall consult with HM Revenue & Customs to agree an appropriate scheme for recovery of VAT.

8 **Budgets**

- 8.1 The Partners agree that the annual revenue budget will normally be calculated as the initial budget for the previous Financial Year plus any agreed in-year changes (where it is decided that these should be recurrent), plus any agreed inflationary uplift for the coming Financial Year, plus any agreed planned changes for the coming Financial Year, less any agreed efficiency requirements.
- 8.2 The inflationary up-lift for the revenue budget will be sufficient to meet the cost of relevant pay awards, general RPI inflation, plus any additional costs that are determined as being unavoidable by the Section 75 Group.
- 8.3 Capital and other non-recurring funding will be allocated for use within a designated Financial Year but may be rolled forward into the succeeding Financial Year by agreement of the Section 75 Group subject to the standing orders and standing financial regulations of the Council.
- 8.4 Discussions regarding the financial contributions of each Partner as detailed in clause 7 will take place at the earliest opportunity to allow sufficient time to address any implications for the Services. The Pooled Fund budget will be financially accounted for on the basis of separate budgets being established for each of the commissioning teams in relation to their particular service areas.
- 8.5 The total budget for the Pooled Fund will be the total of all of the established separate budgets as referred to in clause 8.4 above.

9 **Virement**

- 9.1 The Council's normal rules of virement will apply only between the separate budgets that total the Pooled Fund and are used to commission the Services.

10 **Audit**

- 10.1 The Council shall arrange for the audit of the accounts of the Pooled Fund in accordance with its statutory audit requirements and shall provide T&W CCG with any reports required concerning the T&W CCG Functions on reasonable notice.
- 10.2 The Partners shall co-operate in the provision of information, and access to premises and staff, to ensure compliance with any statutory inspection requirements, or other

monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

11 **Health and Social Care Records**

11.1 T&W CCG shall make available to the Council its current and archived files for Service Users from the Commencement Date. The Council shall hold, and be responsible for maintaining and the safekeeping of those files for the Term, in accordance with Data Protection Legislation.

11.2 The Council shall be responsible for facilitating access by Service Users of their Personal Data under the DPA 1998.

12 **Costs**

12.1 Each of the Partners shall pay any costs and expenses incurred by it in connection with the preparation of this Agreement and the setting up of the Partnership Arrangements.

13 **Indemnities**

13.1 Without prejudice to the primary liability of each Partner for its respective functions, preserved by Section 75(5) (a) and (b) of the Act, the following indemnity provision will apply: Each Partner (**Indemnifying Partner**) shall indemnify and keep indemnified the other Partner (**Indemnified Partner**) against all actions, proceedings, reasonable costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Partner's employees, or any of its Representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its Representatives.

13.2 References in this clause 13 to damages, claims and liabilities shall include the obligation to pay sums recommended by an Ombudsman or under any other complaint resolution process.

13.3 In relation to the diagnosis, care and treatment of a Service User under T&W CCG 's functions, the provision of NHS indemnity shall apply in relation to any acts or

omissions of T&W CCG, its or any of its Representatives in consequence of which the Service User suffers harm.

- 13.4 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which are, or may be, subject to an indemnity under this Agreement and any material developments relating to such claim. The Partners shall co-operate in the defence of any such claim or proceedings. No settlement or admission properly made by either Partner in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other under this Agreement.

14 **Liabilities**

- 14.1 Subject to clause 14.2, neither Partner shall be liable to the other Partner for claims by third parties arising from any acts or omissions of the other Partner in connection with the Services before the Commencement Date.

- 14.2 Liabilities arising from services provided or commissioned under any previous Section 75 Agreement shall remain with the Host Authority for the services under the relevant agreement.

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

15 **Insurance**

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

- 15.2 The Partners shall co-operate with each other in the defence of any claim arising under this Agreement using the Insurance Protocol agreed between Local Authorities and NHS bodies in operating Partnership Agreements under Section 75, as guidance.

16 **Complaints, Investigations and Publicity**

- 16.1 The Partners shall continue to deal with complaints falling within the ambit of their statutory functions, duties and powers in accordance with their own complaints procedures.
- 16.2 Each Partner shall ensure that the other will be kept fully informed of the progress of any complaints related to their functions and to the arrangements under this Agreement.
- 16.3 The Partners recognise the need and expediency of responding to a complaint as quickly as possible and will therefore deal with any complaints as soon as possible.
- 16.4 Prior to the issue of any press release or making any contact with the press on any issue attracting media attention the Partners shall consult with each other to agree a joint strategy for the release and handling of the relevant issue.
- 16.5 In the event of any potential legal action or complaint to the Parliamentary and Health Service Ombudsman relating to the Partnership Functions, the Partner notified of the potential legal action or complaint shall notify the other immediately and, if possible, agree a joint strategy for dealing with the action.

17 **Sharing and Handling of Information**

- 17.1 Each Partner shall (and shall procure that any of its Representatives involved in the provision of the Services shall) comply with any notification requirements under Data Protection Legislation. Both Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.
- 17.2 The Partners shall share information about Service Users to improve the quality of care and enable integrated working.
- 17.3 Except as required by Law, each of the Partners agrees at all times during the Term, to keep confidential all documents or papers which it receives or otherwise acquires, in connection with the other Partner and any materials which are marked "Commercial , Confidential or in confidence" or such similar words signifying that they should not be disclosed.
- 17.4 In the event of an enquiry from a Member of Parliament about the circumstances of a Service User relating to the Services or a matter of policy, the Partner receiving the

enquiry shall consult with the other immediately and agree a joint strategy for the release of information or handling of the enquiry.

- 17.5 The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

18 **Termination and Disputes**

- 18.1 In the event of a dispute between the Partners or a change in their circumstances arising in connection with the terms of this Agreement or its performance, the matter shall, if required by either Partner, be referred in the first instance to the Chief Officers for resolution. In the event of a failure of the Chief Officers to agree upon a resolution, the matter shall be referred to a senior officer of NHS England and the Managing Director of the Council to resolve.

- 18.2 Where a resolution cannot be agreed following exhaustion of the procedure set out in clause 18.1, then either Partner may, by service of twelve months written notice in writing upon the other Partner, terminate this Agreement provided that any such notice shall expire at the end of a Financial Year.

19 **Consequences of Termination**

- 19.1 On the expiry of the Term, or if this Agreement is otherwise terminated in whole or in part for any reason:

19.1.1 assets purchased from the Pooled Fund shall be disposed of by the Council and the proceeds of sale allocated according to the Partners' financial contributions or, if otherwise agreed and subject to the conditions of such agreement, shall be retained by the Council;

19.1.2 the Council shall transfer to T&W CCG all records in its possession relating to the T&W CCG Functions;

19.1.3 overspends on termination shall be met by the Partners in proportion to, their respective financial contributions to the Pooled Funds; and

19.1.4 the benefit of any underspends on termination of the Agreement shall be passed to the Partners by making refund to them of monies from the Pooled Funds in the same proportions as their respective contributions.

19.2 The provisions of the following clauses shall survive termination or expiry of this Agreement:

19.2.1 Clause 10;

19.2.2 Clause 11;

19.2.3 Clause 13;

19.2.4 Clause 14;

19.2.5 Clause 15;

19.2.6 Clause 17;

19.2.7 this Clause 19; and

19.2.8 Clauses 21 to 31 (inclusive).

20 **Term of the Agreement**

20.1 The Partners agree that not later than six (6) months prior to the expiry of the Initial Term, they will meet to discuss and consider the possibility of extending this Agreement for up to a further period of two years beyond the Initial Term, subject to approval of the Partners' boards.

21 **Variation**

21.1 Any variation to this Agreement, including the Schedules hereto, shall only be valid if it has been agreed in writing in accordance with the Partners' internal decision making processes.

22 **Counterparts**

22.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

23 **No Partnership**

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

24 **Third Party Rights**

24.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25 **Notices**

25.1 Notices shall be in writing and shall be sent to the other Partner marked for the attention of the Chief Officer or another person duly notified by the Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.

25.2 Notices may be sent by first class mail or facsimile transmission, provided that facsimile transmissions are confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

26 **Assignment and Subcontracting**

26.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

27 **Severability**

27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

28 **Waiver**

- 28.1 The failure of either Partner to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.
- 28.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

29 **Entire Agreement**

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

30 **Governing Law and Jurisdiction**

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

31 **Fair Dealings**

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

Schedule 1

Aims and Outcomes of the Partnership Arrangements

Part 1 Aims

- 1 The intended aims of the Agreement are:
 - 1.1 To ensure an effective and integrated approach to commissioning and delivery of intermediate care services – beds and the community;
 - 1.2 To ensure that public resources are used as efficiently and effectively as possible;
 - 1.3 To work within the priorities determined by the Partners in order to meet national and local targets;
 - 1.4 Reduce admissions to hospital;
 - 1.5 Reducing admissions to residential and nursing homes;
 - 1.6 Maintaining people at home after re-ablement and rehabilitation;
 - 1.7 Reducing delayed transfers of care from hospital;
 - 1.8 Reducing emergency admissions for people over 65; and
 - 1.9 Improve Service User and carer experience.

Part 2 Outcomes

- 2 The intended outcomes of the Partnership Arrangements are:
 - 2.1 Provide support to the ten (10) designated intermediate (enablement) beds located at Morris Care residential settings in the community. The beds will be differentiated to better match the specific needs of Service Users within the Care Pathway.
 - 2.2 Deliver interventions to people within the community to avoid hospital admission and provide early supported discharge from hospital. This may, or may not include the use of the intermediate care beds, above.

- 2.3 Produce and maintain information which demonstrates achievement of 'Expected Outcomes' listed in Schedule 2.
- 2.4 To meet the health and well-being aims listed above, in line with the Better Care Fund, the Act and applicable Care Laws.
- 2.5 To enable the Partners to improve efficiency, effectiveness, consistency and equity in addressing issues.

Schedule 2

Description of Services and Service Requirements and Standards

The Service will provide access to ten Intermediate Care Beds purchased from a company called Morris Care. The beds will provide support to individuals, helping them to maintain independence, reduce the need for care and to support the avoidance of admission/re-admission to acute services.

The Services shall further develop re-ablement and rehabilitation capacity in the Council, Community Health Services and the independent and voluntary sectors. The Services will support avoidance of un-necessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly by the Council or commissioned from other providers.

The Pooled Fund shall be used by the Council to enhance this service commitment and shall be spent on social care services. The Pooled Fund can be used to support and maintain existing services as well as investment in developing Services which also benefit health. This Service specification sets out the agreed plans for the Pooled Fund.

The Section 75 Group shall ensure that the Pooled Fund is used as effectively and efficiently as possible to ensure that Service Users receive a co-ordinated and supported discharge from hospital and/or to prevent avoidable hospital re-admissions. The Services will also address the increasing demands put on social care services and subsequently health services, arising from demographic change and levels of health funding for individuals.

INTERMEDIATE CARE SERVICE	EXPECTED OUTCOMES AND METRICS/MEASURES
<p>Purchase of 10 Intermediate Care beds from Morris Care</p> <p><u>Purpose:</u></p> <ul style="list-style-type: none"> • To support Service Users to regain their independence • To reduce the need for ongoing care. • To support safe hospital transfer of patients within 48 hours of referral from SaTH to the Enablement Team and then to the Intermediate beds. 	<p>The following information shall be provided in respect of the Services on a monthly basis (percentage and numbers):</p> <ul style="list-style-type: none"> • route of referral to intermediate bed e.g. SaTH, GP, care home • number of admissions and discharges • occupancy rate • reason for referral e.g. admission avoidance, early supported discharge • average length of stay • destination - post discharge from

	<p>bed (e.g. home, care homes, re-admission to hospital or death)</p> <ul style="list-style-type: none">• waiting lists, numbers of delays and days of delays• reason for delay of transfer• Number of additional beds purchased to support Enablement
--	--

Schedule 3

Pooled Fund Arrangements

Part 1: Contributions during the Initial Term

The Partners will contribute the cost of the Services during the Initial Term in proportions detailed in the table below:

Partner	Total cost
Council	£46,100
T&W CCG	£277,000
Total	£323,100

Part 2: Apportionment of Pooled Fund Monies in Initial Term

Services	Total Cost	Council contribution	Health contribution
		£	£
10 Intermediate Care beds at Morris Care @ £600 per bed, per week.	312,860	46,100	266,760
Admin/Management Charges	10,240		10,240
Total	323,100	46,100	277,000

Schedule 4

Terms of Reference of the Section 75 Group

Structure and Role

1 The Section 75 Group has delegated authority from the Partners to take decisions on their behalf regarding administration of the Pooled Fund.

2 The Section 75 Group will operate within the overall framework of the Telford & Wrekin Health and Wellbeing Strategic Partnership.

3 The current members of the Section 75 Group are as follows:

The Council

- interim Assistant Director, Adult Social Services
- Assistant Director, Family, Cohesion and Commissioning
- Service Delivery Manager, Commissioning, Vulnerable People
- Service Delivery Manager, Finance

T&W CCG

- Executive Lead, Commissioning
- Head of Commissioning for Integrated Care
- CCG Finances
- Contract Manager, CSU

4 The Section 75 Group shall meet at least 4 (four) times each year, or more regularly as the needs of the Services require, and within 14 (fourteen) days if requested by either Party.

5 A quorum of the Section 75 Group shall be present when the following members are present:

The Council

- Assistant Director, Adult Social Services **or** Family, Cohesion & Commissioning
- Service Delivery Manager, Commissioning, Vulnerable People
- Service Delivery Manager, Finance

T&W CCG

- Executive Lead, Commissioning
- Head of Commissioning for Integrated Care
- CCG Finances

6 The necessary papers required for any Section 75 Group meetings will be circulated at least 5 days prior to any meeting by the Council.

- 7 Any decision to be made by the Section 75 Group shall be determined by a majority decision of the members of the Section 75 Group present and voting.
- 8 If a member of the Section 75 Group is unavailable to attend a meeting, they may send an alternative representative to the meeting. The alternative representative shall contribute to the quorum and shall be entitled to vote.
- 9 Meetings of the Section 75 Group shall be chaired by a representative agreed by the Partners. At the first meeting this matter will be discussed and planned for future meetings for the Term (options, dual chair, alternating chair).
- 10 In the event of a tied vote the chair shall have a casting vote.
- 11 The functions of the Section 75 Group shall be to:
 - (i) Operate as a link between T&W CCG and the Council;
 - (ii) Determine the use of the money within the Pooled Fund
 - (iii) Agree levels of reduction in spend in any area(s) leading to:
 - (iv) Efficiencies (shared between the Partners)
 - (v) Investment in new approaches to better secure stated objective and outcomes
 - (vi) Monitor the Services in accordance with the Performance Management Framework;
 - (vii) Provide (quarterly) reports on the Pooled Fund Budget;
 - (viii) Consider action in regard to any projected overspends or underspends and report on such to the Partners;
 - (ix) Undertake reviews of the Services;
 - (x) Produce reports to the Partners; and
 - (xi) Consider disputes referred to it pursuant to this Agreement.

Schedule 5

Performance Management Framework

Contract Reviews

T&W CCG will meet with Council colleagues (Social Care, Commissioning and Finance) on a monthly basis to receive information on progress and outcomes for Services for the period October to March 2014-15.

Contracts with Service Providers in respect of the Services, will be managed by the Contract Manager and quality assessed by the Quality Monitoring Officers.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

By the affixing of the **COMMON SEAL** of

NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP

in the presence of:

Accountable Officer.....

EXECUTED as a DEED

By the affixing of the **COMMON SEAL** of

BOROUGH of TELFORD & WREKIN

in the presence of

Authorised Officer

Appendix 1



**Borough of Telford & Wrekin
&
NHS England (Shropshire and Staffordshire Area Team)**

Agreement in respect of a grant pursuant to Section 256 of the National Health Service Act 2006

THIS AGREEMENT is made on the _____ of _____ 2014

BETWEEN:

1) **NATIONAL HEALTH SERVICE COMMISSIONING BOARD** (known as NHS England) (SHROPSHIRE AND STAFFORDSHIRE AREA TEAM) of Anglesey House, Towers Business Park, Wheelhouse Road, Rugeley, Staffordshire. WS15 1UL (the “Board”)

and

2) **BOROUGH of TELFORD & WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA (“the Council”).

(together the “**Parties**”)

WHEREAS:

(A) The Board is empowered by Section 256 of the 2006 Act to make payments to the Council (who are a local Social Services Authority within the meaning of the Local Authority Social Services Act 1970) towards expenditure incurred or to be incurred by the Council.

(B) The Board and the Council have agreed that:

(i) the Council shall assume responsibility for the commissioning and procurement of the Services; and

(ii) the Board shall make payments to the Council in relation to the provision of the Services

(iii) the Council will procure that the Services are provided as described in the Service Specification.

(C) By resolution of the Board, dated the **[ENTER DATE]** transfer of funding to support the Services was recommended pursuant to Section 256 of the 2006 Act.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the meanings herein:

“**2006 Act**” means the National Health Service Act 2006;

“**Agreement**” means this agreement;

“**Annual Sum**” means the amount of the Grant payable annually by The Board to the Council in relation to the provision of the Services as set out at Schedule 3;

“**Annual Voucher**” means the statement of compliance with conditions of grant and expenditure certification as set out in Schedule 4;

“**Care Laws**” means the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children's Act 2000, the Carers Equal Opportunities Act 2004, the National Health Service and Community Care Act 1990 and the Care Act 2014 as in force from time to time;

“**Directions**” mean the National Health Service (Conditions Relating to Payments by NHS Bodies to Local Authorities) Directions 2013;

“**Effective Date**” means: **1st April 2014**;

“**Financial Year**” means the twelve month period from and including 1st April in any year to and including 31st March of the following year;

“**Grant**” means the amount of grant money payable by the Board to the Council in respect of the provision of the Services as detailed in Part 1 of the Service Specification;

“**Nominated Officers**” means [insert details of the Board's nominated officers](for the Board) and Service Delivery Manager- Commissioning, Care & Support, Commissioning & Contracting Team (for the Council) or such

replacements as may be notified by a Party to the other Party in writing from time to time;

“**Responsible Officer**” means an officer of the Council who is responsible for the discharging the function of authenticating and certifying the voucher in accordance with the Directions;

“**Service Providers**” means the organisations from whom the Council procure the Services;

“**Service Users**” means any individuals who receive the Services; and

“**Services**” means the services described more fully in the Service Specification;

“**Service Specification**” means the description of the Services, the background information regarding the Services and the aims and outcomes for the Services as are set out in Schedule 1 and Schedule 2;

“**Term**” means the period from the Effective Date until **31st March 2015**.

The headings in this Agreement are for ease of reference only and shall not affect the construction hereof.

- 1.2 A reference to any Act of Parliament, Order, and Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

2 Term

- 2.1 This Agreement commenced on the Effective Date and, subject to any provisions that provide for earlier termination, shall expire at the conclusion of the Term

3 Conditions relating to the Grant

- 3.1 In consideration of the Council entering into this Agreement and subject to the terms of this Agreement, the Board shall pay the Grant to the Council as described in Schedule 3, in the form of the Annual Sum in accordance with

clause 4 and subject to the following conditions:

- 3.1.1 the Grant shall provide funding to the Council to in relation to the provision of the Services in accordance with the Service Specification and shall be used by the Council for no other purpose without the prior written authorisation of the Board;
- 3.1.2 unless otherwise agreed by the Board, the monies which are the subject of the Annual Sum will be apportioned and spent by the Council only as is described in Schedule 3;
- 3.1.3 the Council shall consult with the Board over the provision of Services;
- 3.1.4 the Council shall use the Grant in accordance with all relevant legislation and the Directions;
- 3.1.5 the Council shall ensure that the Services are provided in accordance with and so as to meet the aims and outcomes set out in the Service Specification;
- 3.1.6 the Council shall ensure that the provision of Services to the Service Users will be based on a personal needs assessment of each Service User;
- 3.1.7 use of the Grant by the Council shall be accounted for during the Term by submission by the Council of a completed Annual Voucher, (as set out in Schedule 4), to the [Director of Finance] of the Board which has been duly authenticated and certified in accordance with the Directions by no later than 31 July following the end of the Financial Year to which it relates;
- 3.1.8 the Council shall in its commissioning and procurement of the Services at all times observe the NHS obligation to obtain best value for money; and
- 3.1.9 the Council shall use reasonable endeavours to ensure that all statutory allowances available to be claimed by the Service Users

are claimed.

4 The Annual Sum

- 4.1 Subject to this Clause 4 the Annual Sum shall be Three Million, Five Hundred and Forty Eight Thousand, Eight hundred and Thirty Two Pounds (£3,548,832) for the provision of the Services.
- 4.2 The Board shall pay the Council the Annual Sum in one single payment on the 1st working day of the month that occurs immediately following the Effective Date.
- 4.3 The payment of the Annual Sum shall be subject always to the provisions of clauses 5 and 6 and shall continue unless reviewed and revised pursuant to the review provisions of clauses 5 and 6.
- 4.4 The Annual Sum shall be increased by an amount equal to any reasonable cost increase negotiated by the Council with any of the Service Providers as provided for under the relevant contracts/service level agreement.
- 4.5 If the Council request any increase in the Annual Sum pursuant to clause 4.4 it will provide the Board with such information in writing as the Board requests in relation to such increase.
- 4.6 Any increase in the Annual Sum pursuant to clause 4.4 shall be, subject to the Board's approval, applied to the first payment of the Annual Sum to be made on the first day of the month following the date on which such increase is agreed between the Board and the Council.

5 Review of Annual Sum

- 5.1 The Board will review the Annual Sum, taking into account clauses 4.4 and 4.5.

6 Review of the Services

- 6.1 The Council shall comply with the information obligations set out in Schedule 2 and shall provide the Board with any additional information in relation to the

provision of the Services as the Board may reasonably request.

- 6.2 The Board and the Council shall meet on a monthly basis to receive and review information on progress and outcomes for the period October 2014 to March 2015 and shall at all times during the Term, keep the Services under review in accordance with the provisions of any associated contractual agreements.
- 6.3 Subject to clause 6.2, the Board and the Council shall meet at such intervals as the Parties agree to review the provision of the Services.
- 6.4 The Council shall not vary the provision of the Services without the prior written agreement of the Board.
- 6.5 The Board shall be entitled, subject to giving 5 (five) Working Days written notice to the Council, to attend the Council's offices during office hours on a weekday and to inspect all relevant records and accounts of the Council, which relate to this Agreement, the service level agreements/contracts or the provision of the Services.

7 Dispute Resolution

- 7.1 Any dispute or difference between the Parties arising out of or in any way relating to the terms, conditions or obligations under this Agreement shall if required by either party be referred:
- 7.1.1 in the first instance to the Assistant Director, Finance, Audit and Information Governance of the Council and the [Director of Finance] of the Board to resolve; and failing agreement
- 7.1.2 in the second instance to the Assistant Director, Family, Cohesion and Commissioning with designated responsibility for Adult Care and Support of the Council and the [Executive Officer] for Commissioning of the Board to resolve; and failing agreement
- 7.1.3 in the third instance to the Corporate Director with Designated responsibility for Adult Care and Support of the Council and the [Accountable Officer] of the Board;

8 Applicable Law

8.1 The Parties acknowledge the Agreement takes into account the requirements of HSC 2000/011, LAC (2000)10 and the Directions issued by the Secretary of State for Health dated 28 March 2000.

9 Variation

9.1 Any variation to this Agreement must be agreed in writing by the Nominated Officer of each Party.

10 Termination

10.1 This Agreement shall terminate on the **31st March 2015**.

11 Assignment

11.1 This Agreement is personal to the Council and the Council shall not assign or transfer (or purport to assign or transfer) the benefit or burden of this Agreement to any other Party.

12 Contracts (Rights of Third Parties) Act 1999

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer or operate to give any third party any benefit or any right to enforce any term of this Agreement except as expressly provided in this Agreement.

13 Communication

13.1 Any notice to be given by either Party to the other under this Agreement shall be in writing sent to the Nominated Officer of the relevant Party at the address as set out in this Agreement.

14 Governing Law

14.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales

15. Counterpart

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

Executed as a Deed by the affixing of the **COMMON SEAL of**

NATIONAL HEALTH SERVICE COMMISSIONING BOARD (SHROPSHIRE AND STAFFORDSHIRE AREA TEAM)

in the presence of

.....

Executed as a Deed by the affixing of the **COMMON SEAL of**

BOROUGH of TELFORD & WREKIN

in the presence of

.....

SCHEDULE ONE: SERVICE SPECIFICATION

Part 1: Description of the Services

- Community Equipment and adaptations
- Telecare
- Integrated Crisis and Rapid Response services
- Maintaining eligibility criteria
- Reablement services
- Bed Based Intermediate Care services
- Early Supported Discharge schemes
- Preventative services
- Other

Part 2: Background Information

This funding is intended specifically to further develop re-ablement and rehabilitation capacity in the Council, Community Health Services and in the independent and voluntary sectors to avoid un-necessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly or commissioned from other providers.

A proportion of the funding (£655,000) will be used by the Council to support named individuals with long term conditions.

Additional funding has been identified for transfer from the Board to the Council to enhance this service commitment which must be spent on social care services. The funding can be used to support and maintain existing services as well as investment in developing services which also benefit health. Agreed plans for this expenditure as allocated to the Council and agreed by the Board with the Council are set out in this Agreement.

The aim of the Services is to ensure that the funding is used as effectively and efficiently as possible to ensure that Service Users receive a co-ordinated and supported discharge from hospital and/or to prevent avoidable hospital re-admissions. The Services will also address the increasing demands put on social care services and subsequently health services, arising from demographic change and levels of health funding for individuals. There is also significant emphasis on utilising this funding to increase the re-ablement capacity within the Council, community health service and within the independent and voluntary sectors.

Part 3: Aims and Outcomes of the Services

Aims

- To ensure an effective and integrated approach to:

- Community Equipment and adaptations
 - Telecare
 - Integrated Crisis and Rapid Response services
 - Maintaining eligibility criteria
 - Reablement services
 - Bed Based Intermediate Care services
 - Early Supported Discharge schemes
 - Carers Emergency Service support
 - Preventative services
 - Other
- To ensure that public resources are used as efficiently and effectively as possible
 - To work within the priorities determined by the Parties in order to meet national and local targets:
 - reduce admissions to hospital
 - reducing admissions to residential and nursing homes
 - maintaining people at home after re-ablement and rehabilitation
 - reducing delayed transfers of care from hospital
 - reducing emergency admissions for people over 65, and
 - improve Service User and carer experience.

Outcomes

The Service Provider/the Council will:

- Deliver interventions to people within the community to avoid hospital admission and provide early supported discharge from hospital (this may, or may not include the use of the intermediate care beds, the commissioning of additional Intermediate care beds and/or interim care beds).
- Deliver growth of provision within the community including through NHS services and the voluntary sector.
- Produce and maintain information which demonstrates achievement of 'Expected Outcomes' as listed in the table in Schedule 2 below.
- Meet the health and well-being aims listed above, in line with the Better Care Fund, the 2006 Act and applicable Care Laws.

- Improve efficiency, effectiveness, consistency and equity in addressing health and well-being issues, using a preventative and enabling approach and avoiding creating a culture of dependency.
- Support the Council in supporting named individuals with long term conditions.

SCHEDULE TWO: INFORMATION OBLIGATIONS

The Council will provide the information described as “outcomes, metrics and measures” (as they relate to the Services) to the Board in each month of the Term in accordance with the table below:

REHABILITATION	OUTCOMES, METRICS/MEASURES
<p>Specific clinical interventions from a range of professionals, providing intensive rehabilitation which enables an individual to reach the level of functioning as close to their original level of functioning prior to the acute episode. (Mainly physiotherapy).</p>	<p>Information recorded via unique NHS identifier number and when work involves more than one professional, the Council will provide information for each.</p> <ul style="list-style-type: none"> ● Initial contact made with the named individual to inform of proposed actions ● Contact made by named professional ● Frequency/length of intervention provided to individual per day ● Duration (number of days of intervention) provided to an individual by the named professional route of referral to rehabilitation service ● Number of Service Users accessing and discharged from rehabilitation ● Reason for referral to Reablement ● Length of time supported by Reablement ● Outcome of receiving Reablement Services
INTEGRATED CRISIS, RAPID RESPONSE AND REABLEMENT (OCCUPATIONAL THERAPY)	OUTCOMES, METRICS/MEASURES
<p>Following the model outlined in the Accelerated Pilot model (July 2014), when and where appropriate the Council will:</p> <ul style="list-style-type: none"> ● Support referrals to a Single Point of Access. ● Respond to the outcomes of the Rapid Response assessment and risk assessment ● Respond to elements of the written care and treatment plan, as appropriate. 	<ul style="list-style-type: none"> ● Number of referrals made to the Single Point of Access using the new Template ● Maintain records of involvement in providing Rapid Response. ● As required, provide specified type of service, recording level of support provided and duration, including reduction in volume of activity linked to overall improvement in the individual. ● Record outcomes as per template ● Referrals to Brokerage ● Length of time supported by Rapid Response
EARLY SUPPORTED DISCHARGE SCHEMES LINKED TO REHABILITATION AND REABLEMENT	OUTCOMES, METRICS/MEASURES

<p>Purchase of residential and nursing care beds. Provide input from rehabilitation care teams in response to demand pressures.</p>	<ul style="list-style-type: none"> • Record referral from location confirming status (hospital, residential or nursing care home) • Record date of notification of ready for discharge • Record date of actual discharge • Record request for engagement by the Rehabilitation Care team • Record monthly average length of stay • Destination post discharge from the purchased bed
TELECARE	OUTCOMES, METRICS/MEASURES
<p>Via the existing contract with a named Provider: Ongoing maintenance of equipment allocated to named individuals Need for access to Telecare identified via Review Appropriate new equipment provided. Investment in adaptations where appropriate</p>	<ul style="list-style-type: none"> • Report on required Telecare service • Record provision of Telecare equipment • Record support and information to individual/and carers to ensure the equipment is used and maximised • Record if the outcome is a later return to an admission into an acute service or enabled to remain in own home setting.
COMUNITY EQUIPMENT AND ADAPTATIONS	OUTCOMES, METRICS/MEASURES
<p>Investment in equipment to support discharge. This supports a key priority of service transformation</p>	<ul style="list-style-type: none"> • Record review/ assessment undertaken to identify the need for community equipment, including Assisted Technology. • Record type of equipment provided • Record training and familiarisation support to named individual/carer to ensure the equipment is used appropriately. • Through monitoring, record the usefulness of the equipment.
MAINTAINING ELIGIBILITY OF CLIENTS WITH LONG TERM CONIDITIONS	OUTCOMES, METRICS/MEASURES
<p>Supporting named individuals with long term conditions.</p>	<ul style="list-style-type: none"> • Record the type of additional and/or ongoing support required/ provided to sustain living in the community. • Record on the nature of the support • Report on the frequency support is provided • Report on the outcomes of support.
PREVENTATIVE SERVICES	OUTCOMES, METRICS/MEASURES
<p>Purchase care from provider(s) – accessible by social care professionals</p>	<ul style="list-style-type: none"> • Define the 'other' preventative service provided

and health professionals and including: Supporting People – Floating Support Community Meals Low Level Preventative Support	<ul style="list-style-type: none">• Report on the frequency, duration and outcomes.• Record timing of support, explicitly differentiating between day and night.
--	---

SCHEDULE THREE:

Services	Spend 2014-15 £
Community Equipment and adaptations £75,000 to community stores £218,000 base budget – maintenance for equipment and purchase of new equipment £35,000 contracts team – support services, sensory and disability	328,000
Telecare ‘well’ and ‘false’ alarms Annual contract with provider	83,000
Integrated Crisis and Rapid Response services and Reablement (Occupational Therapy) £612,000 Occupational Therapy £316,000 Spot contracts relating to Crisis and Enablement £339,000 – Domiciliary Care E enablement	1,267,000
Maintaining named individuals with long term conditions. £645,000 as per original verbal agreement with CCG £233,000 expenditure on supporting core client care in 2014/15	878,000
Early Supported Discharge schemes linked to Rehabilitation and Reablement £399,000 Home from Hospital and Enablement £43,000 Farcroft interim beds (£21,540K per bed per year)	442,000
Preventative services £386,000 Floating Support linked to Supporting People one contract £83,000 25% of Access Team £54,000 Community Meals & Low Level Preventative Support	523,000
Other	27,832
Total	£3,548,832

Schedule 4 - Annual Voucher

Borough of Telford and Wrekin

PART 1: STATEMENT OF GRANT EXPENDITURE FOR THE FINANCIAL YEAR 2014/15.

Service Provider	Service Description	NHS England Contribution 2014/15	Amount
1). Telford and Wrekin Local Authority	This funding is intended specifically to further develop re-ablement and rehabilitation capacity in the Council, Community Health Services, the independent and voluntary sectors to avoid un-necessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly or commissioned from other providers.		£3,548,832
Telford and Wrekin Local Authority	Total		£3,548,832

PART 2: STATEMENT OF COMPLIANCE WITH CONDITIONS OF TRANSFER

I certify that the above expenditure has been incurred in accordance with the conditions, including any cost variations, for each scheme approved by the **National Health Service Commissioning Board** (NHS England, Shropshire and Staffordshire Area Team) in accordance with the Directions made by the Secretary of State under Section 256 of the National Health Service Act 2006.

SignedDate

The relevant chief financial officer, of the Council, as appropriate (see paragraph 6(2) of Directions)

Certificate of Independent Auditor

I/we have:

- examined the entries in this form(which replaces or amends the original submitted to me/us by the authority dated []* and the related accounts and records of the authority and
- carried out such tests and obtained such evidence and explanations as I/we consider necessary.

(Except for the matters raised in the attached qualification letter dated []* I/we have concluded that:

- the entries are fairly stated; and
- the expenditure has been properly incurred in accordance with the relevant terms and conditions.

Signature _____

Name (block capitals)_____

Company/Firm.....

Date_____



Appendix 2

**Borough of Telford & Wrekin
&
NHS Telford and Wrekin Clinical Commissioning Group**

**Agreement in respect of a grant pursuant to Section 256 of the National Health
Service Act 2006**

THIS AGREEMENT is made on the _____ of _____ 2014

BETWEEN:

- 1) **NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP** of Halesfield 6, Telford, TF7 4BF (“**NHS T&W**”); and
- 2) **BOROUGH of TELFORD & WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA(“the Council”).

(together the “**Parties**”)

WHEREAS:

- (A) NHS T&W is empowered by Section 256 of the 2006 Act to make payments to the Council (who are a local Social Services Authority within the meaning of the Local Authority Social Services Act 1970) towards expenditure incurred or to be incurred by the Council.
- (B) NHS T&W and the Council have agreed that:
 - (i) the Council shall assume responsibility for the commissioning and procurement of the Services; and
 - (ii) NHS T&W shall make payments to the Council in relation to the provision of the Services; and
 - (iii) the Council will procure that the Services are provided as described in the Service Specification.
- (C) By resolution of NHS T&W, dated the [**ENTER DATE**] transfer of funding to support the Services was recommended pursuant to Section 256 of the 2006 Act.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the meanings herein:

“**2006 Act**” means the National Health Service Act 2006;

“**Agreement**” means this agreement

“**Annual Sum**” means the amount of the Grant payable annually by NHS T&W to the Council in relation to the provision of the Services as set out at Schedule 3

“**Annual Voucher**” means the statement of compliance with conditions of grant and expenditure certification as set out in Schedule 4;

“**Care Laws**” means the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children's Act 2000, the Carers Equal Opportunities Act 2004, the National Health Service and Community Care Act 1990 and the Care Act 2014 as in force from time to time;

“**Directions**” mean the National Health Service (Conditions Relating to Payments by NHS Bodies to Local Authorities) Directions 2013

“**Effective Date**” means: **1st April 2014**

“**Financial Year**” means the twelve month period from and including 1st April in any year to and including 31st March of the following year;

“**Grant**” means the amount of grant money payable by NHW T&W to the Council in respect of the provision of the Services as detailed in Part 1 of the Service Specification;

“**Nominated Officers**” means Head of Commissioning for Integrated Care (for NHS T&W) and Service Delivery Manager- Commissioning, Care & Support, Commissioning & Contracting Team (for the Council) or such

replacements as may be notified by a Party to the other Party in writing from time to time;

“Reablement” means following consultation with the Service Users:

- (a) assessing his or her individual needs;
- (b) identifying the care objectives appropriate to those needs;
- (c) selecting the most appropriate measures for achieving the objectives so identified;
- (d) incorporating these measures into an individual care plan;
- (e) implementing that care plan by securing the necessary resources and services; and
- (f) monitoring and reviewing the care plan in accordance with the NHS and Community Care Act 1990;

“Rehabilitation” means following consultation with the Service Users:

- (g) assessing his or her individual needs;
- (h) identifying the care objectives appropriate to those needs;
- (i) selecting the most appropriate measures for achieving the objectives so identified;
- (j) incorporating these measures into an individual care plan;
- (k) implementing that care plan by securing the necessary resources and services; and
- (l) monitoring and reviewing the care plan in accordance with the NHS and Community Care Act 1990;

“Responsible Officer” means an officer of the Council who is responsible for the discharging the function of authenticating and certificating the voucher in accordance with the Directions;

“**Service Providers**” means the organisations from whom the Council procure the Services;

“**Services**” means the services described more fully in the Service Specification;

“**Service Specification**” means the description of the Services, the background information regarding the Services and the aims and outcomes for the Services as are set out in Schedule 1 and Schedule 2;

“**Service Users**” means any individual who receives the Services;

“**Term**” means the period from the Effective Date until **31st March 2015**.

The headings in this Agreement are for ease of reference only and shall not affect the construction hereof.

- 1.2 A reference to any Act of Parliament, Order, and Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

2 Term

- 2.1 This Agreement commenced on the Effective Date and, subject to any provisions that provide for earlier termination, shall expire at the conclusion of the Term

3 Conditions relating to the Grant

- 3.1 In consideration of the Council entering into this Agreement and subject to the terms of this Agreement, NHS T&W shall pay the Grant to the Council as described in Schedule 3, in the form of the Annual Sum in accordance with clause 4 and subject to the following conditions:

- 3.1.1 the Grant shall provide funding to the Council to in relation to the provision of the Services in accordance with the Service Specification and shall be used by the Council for no other purpose without the prior written authorisation of NHS T&W;

- 3.1.2 unless otherwise agreed by NHS T&W, the monies which are the subject of the Annual Sum will be apportioned and spent by the Council only as is described in Schedule 3;
- 3.1.3 the Council shall consult with NHS T&W over the provision of Services
- 3.1.4 the Council shall use the Grant in accordance with all relevant legislation and the Directions;
- 3.1.5 the Council shall ensure that the Services are provided in accordance with and so as to meet the aims and outcomes set out in the Service Specification;
- 3.1.6 the Council shall ensure that the provision of Services to the Service Users will be based on a personal needs assessment of each Service User;
- 3.1.7 use of the Grant by the Council shall be accounted for during each year of the Term by submission by the Council of a completed Annual Voucher (as set out in Schedule 4), to the Director of Finance of NHS T&W which has been duly authenticated and certified in accordance with the Directions by no later than 31 July following the end of the Financial Year to which it relates;
- 3.1.8 the Council shall in its commissioning and procurement of the Services at all times observe the NHS obligation to obtain best value for money; and
- 3.1.9 the Council shall use reasonable endeavours to ensure that all statutory allowances available to be claimed by the Service Users are claimed.

4 The Annual Sum

- 4.1 Subject to this Clause 4 the Annual Sum shall be Nine Hundred and Seventy Six Thousand Pounds (£976,000) for the provision of the Services

- 4.2 NHS T&W shall pay the Council the Annual Sum in one single payment on the 1st working day of the month that occurs immediately following the Effective Date.
- 4.3 The payment of the Annual Sum shall be subject always to the provisions of clauses 5 and 6 and shall continue unless reviewed and revised pursuant to the review provisions of clauses 5 and 6.
- 4.4 The Annual Sum shall be increased by an amount equal to any reasonable cost increase negotiated by the Council with any of the Service Providers as provided for under the relevant contracts/service level agreement.
- 4.5 If the Council request any increase in the Annual Sum pursuant to clause 4.4 it will provide NHS T&W with such information in writing as NHS T&W requests in relation to such increase.
- 4.6 Any increase in the Annual Sum pursuant to clause 4.4 shall be, subject to NHS T&W's approval, applied to the first payment of the Annual Sum to be made on the first day of the month following the date on which such increase is agreed between NHS T&W and the Council.

5 Review of Annual Sum

- 5.1 NHS T&W will review the Annual Sum, taking into account clauses 4.4 and 4.5.

6 Review of the Services

- 6.1 The Council shall comply with the information obligations set out in Schedule 2 and shall provide NHS T&W with any additional information in relation to the provision of the Services as NHS T&W may reasonably request.
- 6.2 NHS T&W and the Council shall meet on a monthly basis to receive and review information on progress and outcomes for the period October 2014 to March 2015 and shall at all times during the Term, keep the Services under review in accordance with the provisions of any associated contractual agreements.

- 6.3 Subject to clause 6.2, NHS T&W and the Council shall meet at such intervals as the Parties agree to review the provision of the Services.
- 6.4 The Council shall not vary the provision of the Services without the prior written agreement of NHS T&W.
- 6.5 NHS T&W shall be entitled, subject to giving 5 (five) Working Days written notice to the Council, to attend the Council's offices during office hours on a weekday and to inspect all relevant records and accounts of the Council, which relate to this Agreement, the service level agreements/contracts or the provision of the Services.

7 Dispute Resolution

- 7.1 Any dispute or difference between the Parties arising out of or in any way relating to the terms, conditions or obligations under this Agreement shall if required by either party be referred:
- 7.1.1 in the first instance to the Assistant Director, Finance, Audit and Information Governance of the Council and the Director of Finance of NHS T&W to resolve; and failing agreement
- 7.1.2 in the second instance to the Assistant Director, Family, Cohesion and Commissioning with designated responsibility for Adult Care and Support of the Council and the Executive Officer for Commissioning of NHS T&W to resolve; and failing agreement
- 7.1.3 in the third instance to the Corporate Director with Designated responsibility for Adult Care and Support of the Council and the Accountable Officer of NHS T&W;

8 Applicable Law

- 8.1 The Parties acknowledge the Agreement takes into account the requirements of HSC 2000/011, LAC (2000)10 and the Directions issued by the Secretary of State for Health dated 28 March 2000.

9 Variation

9.1 Any variation to this Agreement must be agreed in writing by the Nominated Officer of each Party.

10 Termination

10.1 This Agreement shall terminate on the **31st March 2015**

11 Assignment

11.1 This Agreement is personal to the Council and the Council shall not assign or transfer (or purport to assign or transfer) the benefit or burden of this Agreement to any other Party.

12 Contracts (Rights of Third Parties) Act 1999

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer or operate to give any third party any benefit or any right to enforce any term of this Agreement except as expressly provided in this Agreement.

13 Communication

13.1 Any notice to be given by either Party to the other under this Agreement shall be in writing sent to the Nominated Officer of the relevant Party at the address as set out in this Agreement.

14 Governing Law

14.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales

14. Counterpart

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

Executed as a Deed by the affixing of the **COMMON SEAL of NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP**
Was hereto affixed in the presence of:

Accountable Officer.....

Executed as a Deed by the affixing of the **COMMON SEAL of BOROUGH of TELFORD & WREKIN**
was hereto affixed in the presence of

Authorised Officer

SCHEDULE ONE: SERVICE SPECIFICATION

Part 1: Description of the Services

The Grant will be spent on Services which include:

Reablement – Services to optimise Service User independence through use of a range of aids and adaptations, including assistive technology.

Rehabilitation – providing specific clinical interventions from a range of professionals which enable Service Users to reach a level of functioning close to their original level of functioning, prior to the acute episode.

Intermediate Care – providing access to beds which provide support to Service Users to help them to regain independence and avoid readmission to acute care

Part 2: Background Information

This funding is intended specifically to further develop rehabilitation & reablement and Intermediate Care capacity in the Council, Community Health Services and in the independent and voluntary sectors. It will support avoidance of un-necessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly or commissioned from other providers.

Additional funding has been identified for transfer from the T&W CCG to the Council to enhance this service commitment which must be spent on social care services. The funding can be used to support and maintain existing services as well as investment in developing services which also benefit health. Agreed plans for this expenditure as allocated to the Council and agreed by T&W CCG with the Council are set out in this Agreement.

The aim of the Services is to ensure that the funding is used as effectively and efficiently as possible to ensure that Service Users receive a co-ordinated and supported discharge from hospital and/or to prevent avoidable hospital re-admissions through effective Reablement which may include access to Intermediate Care beds at Cartlidge House.

Part 3: Aims and Outcomes of the Services

- To ensure an effective and integrated approach to commissioning and delivery of rehabilitation & reablement and Intermediate Care services.

- To ensure that public resources are used as efficiently and effectively as possible
- To work within the priorities determined by the Parties in order to meet national and local targets:
- maintaining people at home after rehabilitation and reablement.
- reducing delayed transfers of care from hospital
- provide Intermediate Care, when required at Cartlidge House, and improve Service User and carer experience.

Outcomes

The Service Provider/the Council will:

- Deliver interventions to people within the community to avoid hospital admission and provide support individuals following discharge from an acute setting and providing a period of rehabilitation and reablement (maximum of six weeks) (this may or may not include use of the Intermediate Care beds at Cartlidge House).
- Produce and maintain information which demonstrates achievement of 'Expected Outcomes' as listed in Schedule 2 below.
- Meet the health and well-being of individuals by providing appropriate Rehabilitation & Reablement support in line with the Better Care Fund, the 2006 Act and applicable Care Laws.
- Improve efficiency, effectiveness, consistency and equity in addressing issues.

SCHEDULE TWO: INFORMATION OBLIGATIONS

The Council will provide the information described as “outcomes, metrics and measures” (as they relate to the Services) to NHS T&W in each month of the Term in accordance with the table below:

REABLEMENT	EXPECTED OUTCOMES AND METRICS/MEASURES
Optimize independence of an individual with a range of access to aids and adaptations including equipment and assistive technology through the teaching of skills, capabilities and capacity. (mainly therapeutic, e.g. Occupational Therapy). (s256)	<ul style="list-style-type: none"> • Information recorded via unique NHS identifier number. • Record all aids and adaptations linked to the named individual • Record of teaching provided to the named individual to support skill retention, capability and capacity to maintain independence. • Record overall duration of Enablement support provided.
REHABILITATION	EXPECTED OUTCOMES AND METRICS/MEASURES
Specific clinical interventions from a range of professionals, providing intensive rehabilitation which enables an individual to reach the level of functioning as close to their original level of functioning prior to the acute episode. (Mainly physiotherapy).	<p>Information recorded via unique NHS identifier number and when work involves more than one professional, the Council will provide information for each:</p> <ul style="list-style-type: none"> • Initial contact made with the named individual to inform of proposed actions contact made by named professional • Frequency/length of intervention provided to individual per day Duration (number of days of intervention) provided to an individual by the named professional route of referral to rehabilitation service number of service users accessing and discharged from rehabilitation • reason for referral to Reablement • length of time supported by Reablement • outcome of receiving services from Reablement • waiting lists to access Reablement reason for delay of transfer
INTERMEDIATE CARE	EXPECTED OUTCOMES AND METRICS/MEASURES

<p>Purchase of 10 Intermediate Care beds at Carlidge House</p> <p><u>Purpose:</u></p> <ul style="list-style-type: none">• To support people to regain their independence• To reduce the need for ongoing care.• To support safe hospital transfer of patients within 48 hours of referral from SaTH to the Enablement Team and then to the Intermediate beds.	<p>The following information is required on a monthly basis (percentage and numbers):</p> <ul style="list-style-type: none">• route of referral to intermediate bed e.g. SaTH, GP, care home number of admissions and discharges occupancy rate• reason for referral e.g. admission avoidance, early supported discharge• average length of stay• destination - post discharge from bed (e.g. home, care homes, re-admission to hospital or death).• waiting lists, numbers of delays and days of delays reason for delay of transfer <p>Number of additional beds purchased to support Enablement</p>
---	--

SCHEDULE THREE: FUNDING £976,000

Services	Health £
Reablement and Rehabilitation, including: <ul style="list-style-type: none"> • 21,778: GPs Wellington Practice • 235,944: Shrop Com 5 therapists • 5,000: Pill box • 27,726: One offs, e.g. winter clean • 73,255: Assistive Technology • 320,121: Home from Hospital Enablement Workers 	£683,8 04
Intermediate Care Cartlidge House (9 beds) @ £527.00 pw per bed	£246,6 55
Council Management Charges	£25,24 5
Other	£20,29 6

Schedule 4 - Annual Voucher

Borough of Telford and Wrekin

PART 1 STATEMENT OF GRANT EXPENDITURE FOR THE FINANCIAL YEAR 2014/15.

Service Provider	Service Description	NHS T&W Contribution (2014/15)	Amount
1). Telford and Wrekin Local Authority	This funding is intended specifically to further develop rehabilitation & reablement and Intermediate Care capacity in the Council, Community Health Services, the independent and voluntary sectors. It will support avoidance of unnecessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly or commissioned from other providers.		£976,000
Telford and Wrekin Local Authority	Total		£976,000

PART 2 STATEMENT OF COMPLIANCE WITH CONDITIONS OF TRANSFER

I certify that the above expenditure has been incurred in accordance with the conditions, including any cost variations, for each scheme approved by the NHS Telford and Wrekin Clinical Commissioning Group in accordance with the Directions made by the Secretary of State under Section 256 of the National Health Service Act 2006.

SignedDate

The relevant chief financial officer, of the Council, as appropriate (see paragraph 6(2) of Directions)

Certificate of Independent Auditor

I/we have:

- examined the entries in this form(which replaces or amends the original submitted to me/us by the authority dated []* and the related accounts and records of the authority and
- carried out such tests and obtained such evidence and explanations as I/we consider necessary.

(Except for the matters raised in the attached qualification letter dated []* I/we have concluded that:

- the entries are fairly stated; and
- the expenditure has been properly incurred in accordance with the relevant terms and conditions.

Signature _____

Name (block capitals)_____

Company/Firm.....

Date_____

Appendix 3

DATED _____ **2014**

BOROUGH OF TELFORD & WREKIN (1)

and

NHS TELFORD & WREKIN (2)
CLINICAL COMMISSIONING GROUP

**AGREEMENT IN RESPECT OF A
GRANT PURSUANT TO SECTION 256
OF THE NATIONAL HEALTH SERVICE
ACT 2006**

Contents

1	Definitions and Interpretation	4
2	Term.....	5
3	Conditions relating to the Grant	5
4	The Annual Sum.....	7
5	Review of Annual Sum	7
6	Review of the Services	8
7	Dispute Resolution.....	8
8	Applicable Law	9
9	Variation	9
10	Termination.....	9
11	Assignment.....	9
12	Contracts (Rights of Third Parties) Act 1999.....	9
13	Communication.....	10
14	Governing Law	10
15	Counterpart.....	10
	Schedule 1	12
	Schedule 2	13
	Schedule 3.....	14
	Schedule 4.....	15

DRAFT

THIS AGREEMENT is made on the _____ of _____ 2014

BETWEEN:

- 1) **NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP** of Halesfield 6, Telford, TF7 4BF ("**NHS T&W**"); and
- 2) **BOROUGH of TELFORD & WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA("the Council").

(together the "**Parties**")

WHEREAS:

- (A) NHS T&W is empowered by Section 256 of the 2006 Act to make payments to the Council (who are a local Social Services Authority within the meaning of the Local Authority Social Services Act 1970) towards expenditure incurred or to be incurred by the Council.
- (B) NHS T&W and the Council have agreed that:
 - (i) the Council shall assume responsibility for the commissioning and procurement of the Services; and
 - (ii) NHS T&W shall make payments to the Council in relation to the provision of the Services; and
 - (iii) the Council will procure that the Services are provided as described in the Service Specification.
- (C) By resolution of NHS T&W, dated the [**ENTER DATE**] transfer of funding to support the Services was recommended pursuant to Section 256 of the 2006 Act.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the meanings herein:

“**2006 Act**” means the National Health Service Act 2006;

“**Agreement**” means this agreement;

“**Annual Sum**” means the amount of the Grant payable annually by NHS T&W to the Council in relation to the provision of the Services as set out at Schedule 3;

“**Annual Voucher**” means the statement of compliance with conditions of grant and expenditure certification as set out in Schedule 4;

“**Directions**” mean the National Health Service (Conditions Relating to Payments by NHS Bodies to Local Authorities) Directions 2013;

“**Effective Date**” means: **1st April 2014**;

“**Financial Year**” means the twelve month period from and including 1st April in any year to and including 31st March of the following year;

“**Grant**” means the amount of grant money payable by NHW T&W to the Council in respect of the provision of the Services as detailed in Part 1 of the Service Specification;

“**Nominated Officers**” means Head of Commissioning for Integrated Care (for NHS T&W) and Service Delivery Manager- Commissioning, Care & Support, Commissioning & Contracting Team (for the Council) or such replacements as may be notified by a Party to the other Party in writing from time to time;

“**Responsible Officer**” means an officer of the Council who is responsible for the discharging the function of authenticating and certificating the voucher in accordance with the Directions;

“**Service Providers**” means the organisations from whom the Council procure the Services;

“**Services**” means the services described more fully in the Service Specification;

“**Service Specification**” means the description of the Services, the background information regarding the Services and the aims and outcomes for the Services as are set out in Schedule 1 and Schedule 2

“**Service Users**” means the individuals with long term health conditions who are agreed between the Parties pursuant to clause 6.4, as being eligible to receive the Services.

“**Term**” means the period from the Effective Date until **31st March 2015**.

The headings in this Agreement are for ease of reference only and shall not affect the construction hereof.

- 1.2 A reference to any Act of Parliament, Order, and Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

2 Term

- 2.1 This Agreement commenced on the Effective Date and, subject to any provisions that provide for earlier termination, shall expire at the conclusion of the Term

3 Conditions relating to the Grant

- 3.1 In consideration of the Council entering into this Agreement and subject to the terms of this Agreement, NHS T&W shall pay the Grant to the Council as

described in Schedule 3, in the form of the Annual Sum in accordance with clause 4 and subject to the following conditions:

- 3.1.1 the Grant shall provide funding to the Council to in relation to the provision of the Services in accordance with the Service Specification and shall be used by the Council for no other purpose without the prior written authorisation of NHS T&W;
- 3.1.2 unless otherwise agreed by NHS T&W, the monies which are the subject of the Annual Sum will be apportioned and spent by the Council only as is described in Schedule 3;
- 3.1.3 the Council shall consult with NHS T&W over the provision of Services;
- 3.1.4 the Council shall use the Grant in accordance with all relevant legislation and the Directions;
- 3.1.5 the Council shall ensure that the Services are provided in accordance with and so as to meet the aims and outcomes set out in the Service Specification;
- 3.1.6 the Council shall ensure that the provision of Services to the Service Users will be based on a personal needs assessment of each Service User;
- 3.1.7 use of the Grant by the Council shall be accounted for during each year of the Term by submission by the Council of a completed Annual Voucher (as set out in Schedule 4), to the Director of Finance of NHS T&W which has been duly authenticated and certified in accordance with the Directions by no later than 31 July following the end of the Financial Year to which it relates;
- 3.1.8 the Council shall in its commissioning and procurement of the Services at all times observe the NHS obligation to obtain best

value for money; and

- 3.1.9 the Council shall use reasonable endeavours to ensure that all statutory allowances available to be claimed by the Service Users are claimed.

4 The Annual Sum

- 4.1 Subject to this Clause 4 the Annual Sum shall be Three Hundred and Fifty Five Thousand Pounds (£355,000) for the provision of the Services
- 4.2 NHS T&W shall pay the Council the Annual Sum in one single payment on the 1st working day of the month that occurs immediately following the Effective Date.
- 4.3 The payment of the Annual Sum shall be subject always to the provisions of clauses 5 and 6 and shall continue unless reviewed and revised pursuant to the review provisions of clauses 5 and 6.
- 4.4 The Annual Sum shall be increased by an amount equal to any reasonable cost increase negotiated by the Council with any of the Service Providers as provided for under the relevant contracts/service level agreement.
- 4.5 If the Council request any increase in the Annual Sum pursuant to clause 4.4 it will provide NHS T&W with such information in writing as NHS T&W requests in relation to such increase.
- 4.6 Any increase in the Annual Sum pursuant to clause 4.4 shall be, subject to NHS T&W's approval, applied to the first payment of the Annual Sum to be made on the first day of the month following the date on which such increase is agreed between NHS T&W and the Council.

5 Review of Annual Sum

- 5.1 NHS T&W will review the Annual Sum, taking into account clauses 4.4 and 4.5.

6 Review of the Services

- 6.1 The Council shall comply with the information obligations set out in Schedule 2 and shall provide NHS T&W with any additional information in relation to the provision of the Services as NHS T&W may reasonably request.
- 6.2 NHS T&W and the Council shall meet on a monthly basis to receive and review information on progress and outcomes for the period October 2014 to March 2015 and shall at all times during the Term, keep the Services under review in accordance with the provisions of any associated contractual agreements.
- 6.3 Subject to clause 6.2, NHS T&W and the Council shall meet at such intervals as the Parties agree to review the provision of the Services.
- 6.4 The Council shall consult with and agree with NHS T&W to ensure that the Service Users covered in this Agreement were previously classified by the NHS T&W as Continuing Health Care (“CHC”) patients. The Council shall not vary the provision of the Services without the prior written agreement of NHS T&W.
- 6.5 NHS T&W shall be entitled, subject to giving 5 (five) working days written notice to the Council, to attend the Council’s offices during office hours on a weekday and to inspect all relevant records and accounts of the Council, which relate to this Agreement, the service level agreements/contracts or the provision of the Services.

7 Dispute Resolution

- 7.1 Any dispute or difference between the Parties arising out of or in any way relating to the terms, conditions or obligations under this Agreement shall if required by either party be referred:
- 7.1.1 in the first instance to the Assistant Director, Finance, Audit and Information Governance of the Council and the Director of Finance

of NHS T&W to resolve; and failing agreement

7.1.2 in the second instance to the Assistant Director, Family, Cohesion and Commissioning with designated responsibility for Adult Care and Support of the Council and the Executive Officer for Commissioning of NHS T&W to resolve; and failing agreement

7.1.3 in the third instance to the Corporate Director with Designated responsibility for Adult Care and Support of the Council and the Accountable Officer of NHS T&W;

8 Applicable Law

8.1 The Parties acknowledge the Agreement takes into account the requirements of HSC 2000/011, LAC (2000)10 and the Directions issued by the Secretary of State for Health dated 28 March 2000.

9 Variation

9.1 Any variation to this Agreement must be agreed in writing by the Nominated Officer of each Party.

10 Termination

10.1 This Agreement shall terminate on the **31st March 2015**

11 Assignment

11.1 This Agreement is personal to the Council and the Council shall not assign or transfer (or purport to assign or transfer) the benefit or burden of this Agreement to any other Party.

12 Contracts (Rights of Third Parties) Act 1999

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer or operate to give any third party any benefit or any right to enforce any term of

this Agreement except as expressly provided in this Agreement.

13 Communication

13.1 Any notice to be given by either Party to the other under this Agreement shall be in writing sent to the Nominated Officer of the relevant Party at the address as set out in this Agreement.

14 Governing Law

14.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales

15 Counterpart

15.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

Executed as a Deed
by the affixing of the **COMMON SEAL of**
NHS TELFORD AND WREKIN
CLINICAL COMMISSIONING GROUP
Was hereto affixed in the presence of:

Accountable Officer.....

Executed as a Deed
by the affixing of the **COMMON SEAL of**
BOROUGH of TELFORD & WREKIN
was hereto affixed in the presence of

Authorised Officer

Schedule 1

Service Specification

Part 1: Description of the Services

The purpose of the Services is to maintain individuals identified by and agreed between the Parties as having long term health conditions and who require long term, ongoing support.

The Services shall include: supporting around 90 named individuals, providing regular and ongoing care and support, based on assessed needs and in line with their care plan. Each package of care should be bespoke to the named individual and reflect a personalised approach. Outcomes should benefit the individual and be reviewed at least annually, with the person and if appropriate, include family carers. If appropriate and necessary, the individual will be provided additional support, for example, independent advocacy.

Part 2: Background Information

The individuals supported were previously designated as Continuing Health Care and have complex needs, requiring long term support and care, including access to health services.

Part 3: Aims and Outcomes of the Services

- To ensure an effective and integrated approach to commissioning and delivery of the Services
- To ensure that public resources are used as efficiently and effectively as possible
- To work within the priorities determined by the Parties in order to meet national and local targets

Schedule 2

Information Obligations

The Council will provide the information described as “outcomes, metrics and measures” to NHS T&W in respect of the Services in each month of the Term in accordance with the table below:

EXPECTED OUTCOMES AND METRICS/MEASURES

That the Council will, keep records of and provide details in relation to:

- the type of additional and/or ongoing support required by each Service User;
- the support required to enable and sustain each Service User to live in the community;
- the nature of the support provided to each of the Service Users; and
- the outcomes from providing the support to each of the Service Users.

Schedule 3

Funding £976,000

Services	Health £
Maintaining individuals identified by and agreed between the Parties as having who have long term health conditions and who require long term, ongoing support.	£355,000

DRAFT

Schedule 4**Annual Voucher****Borough of Telford and Wrekin****PART 1****STATEMENT OF GRANT EXPENDITURE FOR THE FINANCIAL YEAR 2014/15.**

Service Provider	Service Description	NHS T&W Contribution (2014/15)	Amount
1). Telford and Wrekin Local Authority	Maintaining individuals identified by and agreed between Telford and Wrekin Local Authority and NHS T&W as having who have long term health conditions and who require long term, ongoing support.		£355,000
Telford and Wrekin Local Authority	Total		£355,000

DRAFT

PART 2
STATEMENT OF COMPLIANCE WITH CONDITIONS OF TRANSFER

I certify that the above expenditure has been incurred in accordance with the conditions, including any cost variations, for each scheme approved by the NHS Telford and Wrekin Clinical Commissioning Group in accordance with the Directions made by the Secretary of State under Section 256 of the National Health Service Act 2006.

SignedDate

The relevant chief financial officer, of the Council, as appropriate (see paragraph 6(2) of Directions)

Certificate of Independent Auditor

I/we have:

- examined the entries in this form (which replaces or amends the original submitted to me/us by the authority dated []* and the related accounts and records of the authority and
- carried out such tests and obtained such evidence and explanations as I/we consider necessary.

(Except for the matters raised in the attached qualification letter dated []* I/we have concluded that:

- the entries are fairly stated; and
- the expenditure has been properly incurred in accordance with the relevant terms and conditions.

Signature _____

Name (block capitals) _____

Company/Firm.....

Date _____

TELFORD & WREKIN COUNCIL HEALTH & WELLBEING BOARD

10th DECEMBER 2014

LIVING WELL UPDATE

REPORT OF: LOUISE MILLS: SERVICE DELIVERY MANAGER- HEALTH IMPROVEMENT, HELEN ONIONS: CONSULTANT IN PUBLIC HEALTH, STACEY NORWOOD: PUBLIC HEALTH COMMISSIONING MANAGER

LEAD CABINET MEMBER – CLLR RICHARD OVERTON

LIVING WELLBEING BOARD CHAIR - LIZ NOAKES, ASSISTANT DIRECTOR HEALTH, WELLBEING AND PUBLIC PROTECTION

PART A) – SUMMARY REPORT

1. SUMMARY OF MAIN PROPOSALS

- The purpose of the Living Well Board is to realise the collective potential of communities, partners and the Council in Telford & Wrekin in promoting positive wellbeing, healthy lifestyles, reduce inequalities in health and to tackle the root causes of poor health such as housing and employment.
- The Living Well Board will lead on a programme of work, including 3 of the 10 Health & Wellbeing Strategy priorities: reducing excess weight, improving emotional health and wellbeing and reducing the number of people who smoke.
- Workshops with key stakeholders took place in August 2014, the outputs informed the development of the Living Well Board and the joint programme of work which was endorsed by partners at the inaugural board meeting in October 2014.
- The numbers of smokers accessing Stop Smoking Services to support them to quit is declining, despite the high quality, accessible new local services in place. The popularity of e-cigarettes is impacting on the demand for NHS Stop Smoking Services and the impact of e-cigarettes on services in going forward is unclear.
- As part of the Local Tobacco Control Declaration the Council has agreed not to support or endorse Electronic Nicotine Containing Products (e-cigarettes), until such a time that they are licensed and properly regulated.
- The tobacco control plan for Telford and Wrekin is being refreshed based on the updated ASH CLear self assessment.

2. RECOMMENDATIONS

The Board is requested to:

- Endorse the five work programme priorities of the Living Well Board and to receive a progress report in 2015/16
- Recognise the key collective action being taken to reduce smoking across the Borough with partners

3. IMPACT OF ACTION

- The Living Well Board is overseeing the design of a comprehensive programme to address multiple health and wellbeing priorities, across a number of settings. The aspiration is that a collective, systematic approach delivered collaboratively across partner organisations will have a significant impact in the Borough.

4. SUMMARY IMPACT ASSESSMENT

COMMUNITY IMPACT	Do these proposals contribute to a specific HWB Priority -	
	Yes	<ul style="list-style-type: none"> ➤ Reducing the number of people who smoke ➤ Reducing excess weight ➤ Improving emotional health and wellbeing
	Do these proposals contribute to specific Co-Operative Council priority objective(s)?	
	Yes	To improve the health and wellbeing of our communities and address health inequalities
	Will the proposals impact on specific groups of people?	
Yes	See equality and diversity section below	
TARGET COMPLETION/ DELIVERY DATE	<ul style="list-style-type: none"> ➤ Tobacco Control: A refresh of the Tobacco Control Plan, will be presented to the Living Well Board in February 2015 ➤ The Living Well work programme will be progressed over the next 6 – 12 months 	
FINANCIAL/VALUE FOR MONEY IMPACT	Yes	<p>The ring-fenced Public Health grant in 2014/15 for Telford & Wrekin is £10.913m. The budget for smoking cessation services and tobacco control work funded from the Public health grant is £0.714m for 2014/15.</p> <p>A proportion of the public health budget has been allocated to delivering the living well work programme. Further work is required to identify the financial contribution (including in-kind contributions) from key partners. (GS 27/11/14)</p>
LEGAL ISSUES	Yes	The National Health Service Act 2006 (as amended) states (at section 2B) that each local authority must take such steps as it considers appropriate for improving the health of the people in its area. The provisions in this report assist the Council in meeting this requirement. Moreover, actions mentioned in the report such as providing information and advice (at 1.4 of this report) are specifically identified in the National Health

		<p>Services Act 2006 (as amended) as the sort of steps that may be taken. Some of the actions that will be required, which are set out at section 1 of this report, involve a number of council services and external partners.</p> <p>In respect of the provision of stop smoking services specifically, this was transferred to the Council in April 2013 in accordance with the provisions of the Health and Social Care Act 2012. As mentioned in the report, these services will be subject to a tender process and, subsequently, contract monitoring.</p> <p>When setting out policy and strategy for health improvement measures, the Council must have regard to guidance issued by the Secretary of State for Health particularly in relation to the appropriate public health outcomes framework.</p>
EQUALITY & DIVERSITY	Yes	<p>It has been estimated that at least 80 per cent of all premature heart disease and over 40 per cent of all cancers could be prevented through healthy diet, regular exercise and by not smoking.</p> <p>The main risk factors contributing to early death and reduced quality of life are:</p> <ul style="list-style-type: none"> • Smoking tobacco • Having high blood pressure • Being overweight or obese • Lack of physical activity • Excessive alcohol consumption <p>Smoking is a major cause of health inequalities, accounting nationally for half of the difference in mortality between the richest and poorest in our society. People who smoke are more likely to be from lower socio-economic groups and due to their increased risk of smoking-related disease have a reduced life expectancy. Smoking is also a key risk factor in foetal growth restriction, low birth weight and sudden infant death syndrome. The evidence is that people from our most deprived communities are more likely to smoke. Local JSNA intelligence has helped to inform service provision, with data supporting the stop smoking providers to design and deliver their services. As part of the new smoking cessation services contracts the providers are encouraged to recruit and support smokers from the</p>

		<p>following specific demographic subgroups:</p> <ul style="list-style-type: none"> ➤ Pregnant women ➤ People from Ethnic Minorities ➤ Unemployed people ➤ People living in deprived areas ➤ Young people under 25 years ➤ People with mental health problems ➤ People who are deaf, hard of hearing, blind or partially sighted
IMPACT ON SPECIFIC WARDS	Yes	<p>The programme of work will impact on the whole population and will include targeted activity within those wards reporting higher levels of need and inequalities.</p> <p>Tobacco Control: Ward-level smoking quit rates are included within the new Ward Health Profiles.</p>
PATIENTS & PUBLIC ENGAGEMENT	No	<ul style="list-style-type: none"> ➤ A period of consultation with stakeholders has been undertaken to seek views on stop smoking services, this included GP practices and pharmacies. All the information has been used to inform our future commissioning intentions. NHS Telford and Wrekin CCG representatives, including the Medicines Management Team have informed the design of the new service and have been key partners in evaluating the tender submissions. Tobacco Control: All quit smoking clients are asked to complete satisfaction forms as they leave the service or at 4 and 12 weeks quit. In Q1 2013/14, 100% of users were sent a questionnaire, with a total of 31% return rate. All reported a high level of satisfaction with the current service.
OTHER IMPACTS, RISKS & OPPORTUNITIES	Yes	<p>Tobacco Control: The Council commissions stop smoking and preventative services and coordinates local tobacco control activities.</p>

PART B) – ADDITIONAL INFORMATION

1. INFORMATION

1.2 Introduction

The Living Well Board is one of four Commissioning and Transformation Partnerships (CATPs) which report to the Health & Wellbeing Board – the other three are: Children, Young People and Families Board, Community Safety Partnership and Better Care Fund Programme Board. These partnerships have been tasked by the Health & Wellbeing Board to drive outcomes-based commissioning, with a focus on integrated delivery and value for money.

The purpose of the Living Well Board is to realise the collective potential of communities, partners and the council in Telford & Wrekin to promote wellbeing and reduce inequalities in health.

The focus of the Board's work programme will be to co-ordinate and maximise collective action to promote positive wellbeing, healthy lifestyles and root causes of poor health such as housing and employment. The Living Well Board will be accountable to the Health and Wellbeing Board and the Strategic Commissioning Group. The Board will lead on a programme of work which includes 3 of the 10 Health & Wellbeing Strategy priorities of reducing excess weight; improving emotional health & wellbeing and reducing the number of people who smoke.

- Smoking is a major cause of reduced life expectancy and health inequalities and is the single biggest cause of preventable early death and illness nationally and locally
- The adult smoking prevalence is estimated to be higher than the national average, 21% compared to 18.4%, this equates to circa 27,800 smokers in Telford & Wrekin
- Each year there are 260 deaths and over 1,500 hospital admissions related to smoking
- The self reported wellbeing indicators for Telford and Wrekin are similar to the national average
- The percentage of working days lost due to sickness absence for Telford and Wrekin is estimated to be higher than the national average; 1.9% compared to 1.6%
- The percentage of employees who had at least one day off in the previous week is 3.5%; this is the highest in the West Midlands and is significantly higher than the national average (2.5%)
- It is estimated that 70.2% of our adult population are either overweight or obese which is significantly higher than the national average of 63.8%

Two workshops were held during August attended by 42 professionals representing: Telford and Wrekin Council Service Delivery Teams (Neighbourhood and Leisure Services; Development, Business and

Employment; Customer Services; Family, Cohesion and Commissioning; Community Participation); Telford and Wrekin Clinical Commissioning Group; the voluntary sector; Wrekin Housing Trust, the County Sports Partnership; and Shropshire Fire and Rescue Service.

Through the workshops, five work programme areas were identified as a focus for the Living Well Board over the next 6-12 months. These are summarised in the following sections.

1.3 Public mental wellbeing

Public mental wellbeing is described as people feeling good, functioning well and having a positive experience of life. The '5 Ways to Wellbeing' is a set of evidence based actions that promote people's wellbeing. The actions are: Connect, Be Active, Take Notice, Keep Learning and Give. The Living Well Board with support of wider partners will set out to:

- Create a 'Telford 5 Ways' campaign cascading 'people like us' stories through blogging and social media networks
- Make online training available for frontline staff working across the Living Well Partnership
- Raise the profile of the '5 Ways' in communities via the Cooperative Ward Fund and Community Pride initiative
- Increase opportunities for people to adopt the '5 Ways' through volunteering, adult learning and participation in community activities
- Support embedding '5 Ways' into the delivery of existing programmes and services
- Explore the role of community champions to provide peer support and inspire local people to incorporate the '5 Ways' into their daily lives
- Recognise the contribution of individuals, groups and organisations through Healthy Living awards

1.4 Information, advice and signposting

It is important that people have easy access to appropriate information, advice and motivation in order to make behaviour changes necessary to improve their health. The Living Well Board with support of wider partners will set out to:

- Further establish the Healthy Lifestyles Hub at First Point as the single point of access for information and advice for members of the public and professionals
- Extend the Healthy Lifestyle Hub service to reach wider geographical areas through libraries, community centres and partner venues and services
- Develop the Healthy Telford website to provide information, advice and support for behaviour change to improve health

1.5 Workplace health

Promoting a healthy workplace has benefits for both employers and employees. There is strong evidence to show how having a healthy workforce can reduce

sickness absence, lower staff turnover and boost productivity - this is good for employers, workers and the wider economy. The Living Well Board with support of wider partners will set out to:

- Review and implement measures to implement workplace wellbeing within the Council and wider partners (as appropriate)
- Identify available tools to support workplace health e.g. the Healthier Catering Commitment
- Develop a 'living well offer' within the Destination Telford Bondholder's Scheme including support from Telford and Wrekin Council for delivery of workplace wellbeing programmes with local business

1.6 Healthy environments

Common barrier to leading a healthy life is the effort it requires. The Living Well Board with support of wider partners will set out to:

- Create environments where it is easier for people to make healthy choices in their everyday lives
- Implement the Healthier Catering Commitment
- Embed policies that support living well in the local 'Shaping Places' strategy and delivery plan
- Use evidence of impact from other areas to support local planning decisions that support local people to make healthier choices
- Explore potential sponsorship of local living well projects by local businesses
- Be creative about the use of outdoor space to improve population health and wellbeing (wider than physical activity)

1.7 Health and Wellbeing MECC (Making Every Contact Count)

Receiving prompts from people that they respect and trust encourages individuals to change their behaviour to improve their health. Making Every Contact Count (MECC) uses a brief advice approach which usually takes up to 5 minutes. It involves raising a lifestyle issue with an individual (where appropriate) and signposting for further information and support.

The Living Well Board with support of wider partners will set out to:

- Train and support frontline staff to have conversations (as part of their everyday work) with individuals about improving their health.
- Encourage members of the public to access the Healthy Lifestyle Hub for further information, advice and support.
- Develop online Health and Wellbeing MECC training and a programme of face to face training for identified workforces
- Develop specific packages (e.g. stop smoking, cooking skills) for those groups requiring additional support (e.g. pre-tenancy, those seeking employment)

1.8 Tobacco Control Update

1.8.1 Tobacco Control Partnership Progress

- The Telford & Wrekin Tobacco Control partnership undertook the CLear self-assessment exercise, which is the gold standard framework for reviewing tobacco control activities, in October 2013. Key tobacco control action, successes and outcomes in the past year include the following:
 - The Health & Wellbeing Board signed up to the Local Authority Tobacco Control Declaration and submitted a response to the Government's consultation on standardised packaging
 - As part of the Local Tobacco Control Declaration the Council has agreed not to support or endorse Electronic Nicotine Containing Products (e-cigarettes), until such a time that they are licensed and properly regulated
 - Trading Standards have started a comprehensive tobacco project, focussing on a number of areas, including: levels of compliance given the major changes in tobacco legislation, offering advice and information to businesses in the first instance, reinforcing the law relating to sale of tobacco to under age 18's and making test purchases at premises where complaints have been received and where there are specific concerns.
 - Increasing engagement of young people with Stop Smoking Services, linking with support offered to schools and council assessment processes.
 - Engaging smokers from BME groups in Stop Smoking Services
 - The high profile local Stoptober campaign, which was a proven success resulting in an 19% increase of people setting a quit date compared to previous months (See Appendix I). Highlights from the campaign include:
 - A combined PR reach of over 120,000
 - A social media reach of over 2,000 people
 - Almost 400 interacted directly with the campaign face to face with nearly 40 people signing up to the service on the spot
 - Over 17000 visited the stop4life website
 - 200+ people in Telford & Wrekin are actively using Ice's bespoke digital lifestyle improvement tool 'Puffell' to support them on their quit journey
- The CLear self assessment is now being revisited and the partnership will agree the refreshed tobacco control plan for endorsement by the Living Well Board in February 2015.

1.8.2 Stop Smoking Services Outcomes and Performance

- The smoking quitter rate per head of population remained significantly better than the England average in 2013/14 and the successful quitter rate was also significantly better than the national average, with 55% of

smokers quit at 4-weeks compared to 51% in England as a whole. (Table 1)

- Despite the impressively high quitter rates, the number of 4-week quitters declined in 2013/14 compared to previous years, falling to 1,360 quitters, a drop of 26% compared to 2012/13. (Table 2)
- Nationally quitter rates declined by 19% during the same period, which was the first time there was a drop across two consecutive years since NHS Stop Smoking Services were set up in all areas in England in 2000/01. (Appendix II, Figure 1)
- The local stop smoking service providers changed from August 2013, with the award of the new Council contracts. The successful quit rate during the last six months of the year, September 2013 - March 2014 increased markedly to 61%, compared to the national average of 51%. (Appendix II, Figure 2)
- Stop Smoking Services are currently being re-tendered, new contracts will be in place from April 2015, services are shaped by intelligence of local need and evidence-based, best practice guidance.
- The popularity of e-cigarettes is impacting on the demand for NHS Stop Smoking Services and the impact of e-cigarettes on services in going forward is unclear e.g. prescribing cost implications.

Table 1 Benchmarking of Key Performance Indicators

Indicator	Telford & Wrekin Average	England Average	Time period	Data source
No. of successful smoking quitters per 100,000 pop (16 years and over)	1,015	688	2013/14	HSCIC
% of smokers setting a quit date who successfully quit (4-weeks)	55%	51%	2013/14	HSCIC

Table 2 Quarterly Trends in 4-week Smoking Quitters

Year	No. of 4-week smoking quitters				
	Q1	Q2	Q3	Q4	Total
2013/14	382	181	390	407	1,360
2012/13	395	482	418	547	1,842
2011/12	451	452	398	618	1,919

HSCIC <http://www.hscic.gov.uk/lifestyles>

2. IMPACT ASSESSMENT – ADDITIONAL INFORMATION

None.

3. PREVIOUS MINUTES

- Health & Wellbeing Board 22nd January 2014

4. BACKGROUND PAPERS

Report prepared by: Louise Mills, Service Delivery Manager Health Improvement
Helen Onions, Consultant in Public Health

Stoptober 2014

In September 2014, Telford & Wrekin Council commissioned the Stop Smoking provider, to create a stop smoking campaign to be delivered for 6 weeks across the borough. The primary audience was smokers aged 18 and over living in Telford & Wrekin, who are preparing to change their smoking habits.

The aims of the campaign were:

- To bring the national Public Health England 'Stoptober' campaign to life within the local community;
- To raise awareness of the local smoking cessation services available locally



A pre-launch stakeholder's event succeeded in gathering contributions from key local organisations in addition to Telford & Wrekin Council, including Shrewsbury and Telford Hospital Trust, Telford & Wrekin CCG and Shropshire Fire and Rescue Service.

A number of local media agencies including online news agencies, blogs and newspapers collaborated to promote Stoptober, culminating in a combined audience reach of over 120,000 residents. Through the online smoking cessation service PUFFELL the areas of highest interest were Dawely, Oakengates and Wellington where smokers were interacting with the platform, sharing and tracking their success.

Outcomes

Detailed evaluation is ongoing; however preliminary results suggest that the campaign resulted in a 19% increase in people registering for the Stoptober programme during the 6 week delivery period, compared to the 6 weeks immediately prior. This equates to a total of 77, 4 week quits in the month of October and estimated 90+ for the month of November.

Overall Telford & Wrekin Council Stoptober campaign was able to achieve a meaningful impact upon awareness of stop smoking support services within the borough.



APPENDIX II

Figure 1 Trends in Smoking Quitters

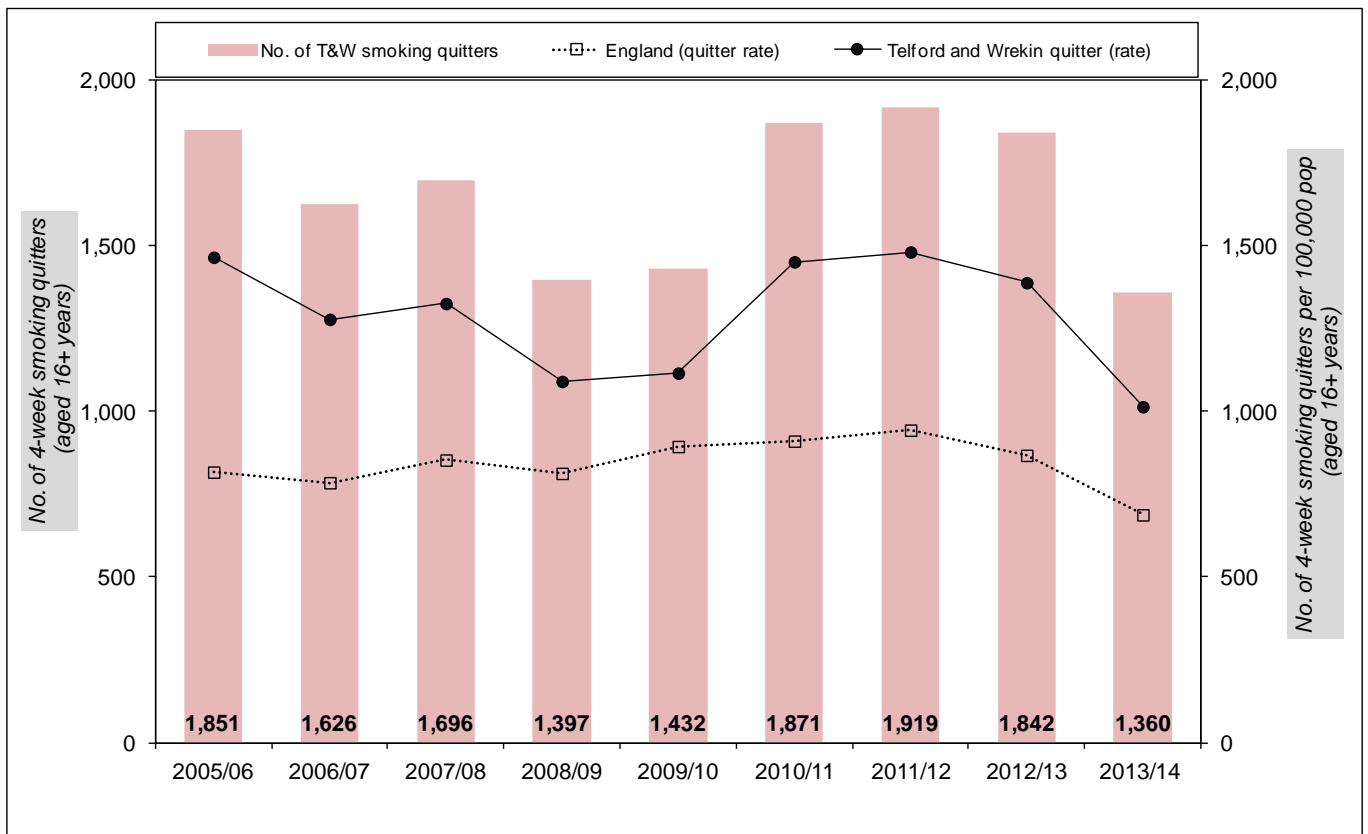
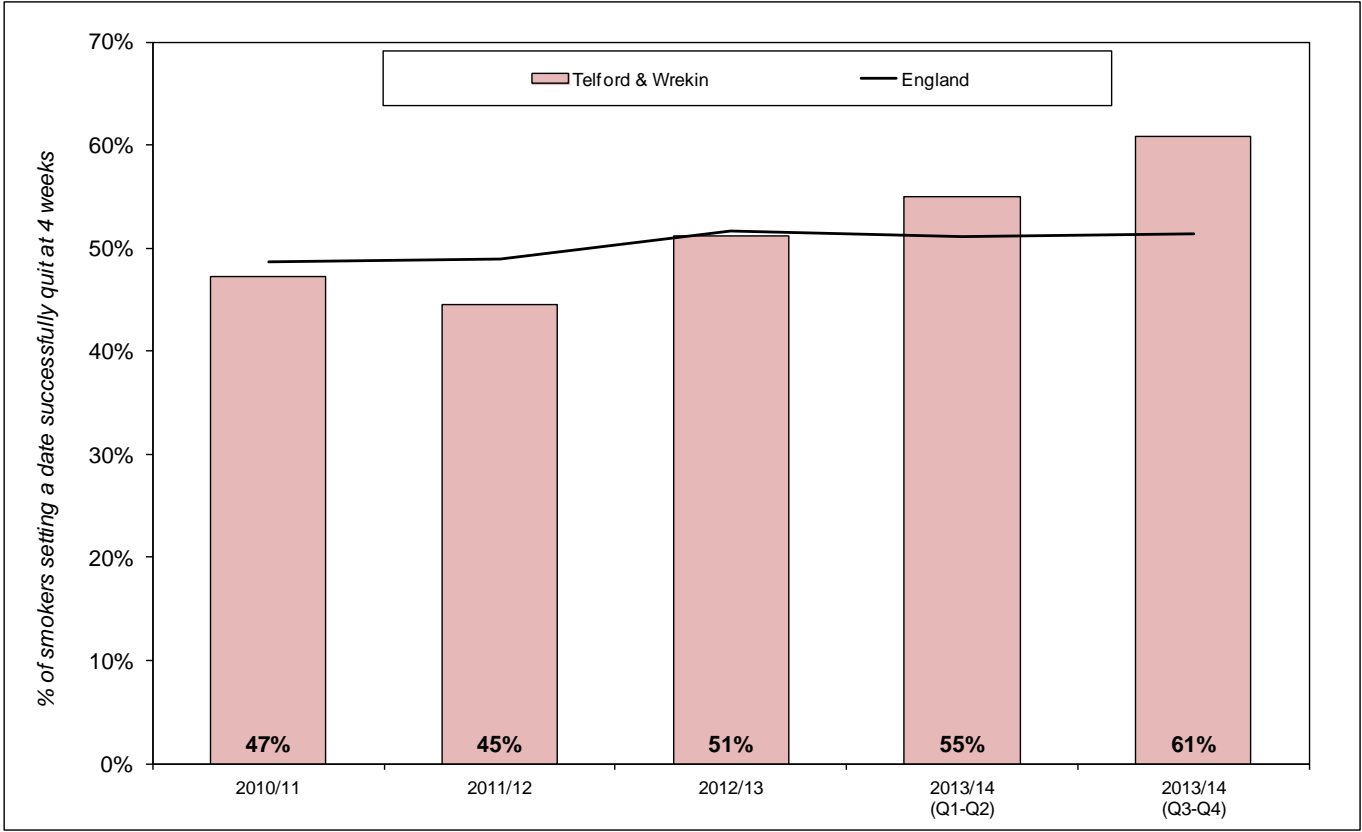


Figure 2 Trends in Successful Quit Rates



Source: Copyright © 2014, Health and Social Care Information Centre. All Rights Reserved.

TELFORD & WREKIN COUNCIL HEALTH & WELLBEING BOARD

10th DECEMBER 2014

COMMUNITY SAFETY PARTNERSHIP UPDATE

REPORT OF: HELEN ONIONS: CONSULTANT IN PUBLIC HEALTH, PAUL FENN: COHESION LOCALITY MANAGER, LYN STEPANIAN: DAAT COORDINATOR

COMMUNITY SAFETY PARTNERSHIP BOARD CHAIR – NAV MALIK

PART A) – SUMMARY REPORT

1. SUMMARY OF MAIN PROPOSALS

This report provides an update on the reducing the misuse of alcohol and drugs priority and gives the wider context and governance through the Community Safety Partnership.

2. RECOMMENDATIONS

The Health & Wellbeing Board is requested to acknowledge the progress made towards reducing the misuse of drugs and alcohol priority since April 2014 across the Community Safety Partnership (CSP), specifically the:

- collaboration with stakeholders at the Moving Forward workshop and the Celebrating Success Recovery Event
- development of governance arrangements and the performance and outcomes framework reporting
- work undertaken with the Scrutiny Committee
- prevention and awareness raising work in schools and with the general public
- Community Safety Partnership (CSP) under it's statutory responsibilities is required to develop a Partnership Strategic Plan which outlines the actions to be taken by partners on collectively working together to reduce crime and disorder and anti-social behaviour (ASB) across Telford & Wrekin.
- Continued financial support from the Police and Crime Commissioner

3. IMPACT OF ACTION

- Drug and alcohol misuse and addiction in our communities impacts directly on health and more broadly on wellbeing in our communities through crime, antisocial behaviour and homelessness.
- Liver disease is one of the only causes of death which is increasing both nationally and in Telford & Wrekin. Our rates of early death under 75 years from liver disease are worse than the national average, which contributes to reduced life expectancy in both men and women.
- The vision, aims and objectives set out in the drugs and alcohol strategy forms

the comprehensive plan to reduce the harm caused by substance misuse in Telford and Wrekin, as part of our Health and Wellbeing Strategy.

- Ongoing use of intelligence from both Street Pastors and Links data sets that supports the delivery of targeted support in the night time economy.

4. SUMMARY IMPACT ASSESSMENT

COMMUNITY IMPACT	Do these proposals contribute to specific Co-operative Council priorities?	
	Yes	<ul style="list-style-type: none"> • Improve the health and wellbeing of our communities and address health inequalities • Ensure that neighbourhoods are safe, clean and well maintained • Protect and support our vulnerable children and adults • Put our children and young people first
	Will the proposals impact on specific groups of people?	
	Yes	<ul style="list-style-type: none"> • The drug and alcohol strategy aims to reduce the risk and demand and restrict the supply of alcohol and drugs across the Borough. There are also objectives aimed at improving treatment, building recovery and reducing harm amongst specific groups of people i.e. those with addiction and dependency problems and also the hidden harm substance misuse causes in families. • The Community Safety Strategy aims to further support by supporting key vulnerable groups such as domestic abuse victims and those at risk of being homeless.
TARGET COMPLETION/DELIVERY DATE	<ul style="list-style-type: none"> • The Drug and Alcohol Action Team (DAAT) Board monitors the implementation and the impact of the strategy, reporting to the Community Safety Partnership on a quarterly basis. • Contracts will be awarded for those services which need to be competitively tendered so that new contracts are in place by July 2015 	
FINANCIAL/VALUE FOR MONEY IMPACT	Yes	The Council's budget available in 2014/15 to support the drug and alcohol strategy is

		<p>£2.710m. This accounts for 25% of the Public Health grant. Whilst savings of £277k have been reflected in this figure for 2014/15 this has been offset by a number of pressures which have arisen due to poor information available at transfer from the PCT. The net saving in this area for 2014/15 is £95k. Savings of a further £200k from the substance misuse budget form part of proposals to be considered for 2015/16.</p> <p>The overall budget for Community Safety in T&W for 2014 /2015 is £0.568m, which includes funding from the Police & Crime Commissioner (PCC) funding of £0.241m. A bid for funding is currently submitted annually to the PCC, based on agreed priorities from the Community Safety Partnership.</p> <p>This funding is used to fund projects such as the Drug Intervention Project, IDVA service, White ribbon campaign, Taxi Marshalling, Neighbourhood Delivery groups, Crucial crew, Street Pastors, Telford Aftercare Team & Crime Prevention Fund (GS 27/11/14).</p>
<p>LEGAL ISSUES</p>	<p>Yes</p>	<p>The strategy referred to in this report contributes towards the Council meeting its duties to the improvement of public health as set out at section 2B of the National Health Service Act 2006 (as amended).</p> <p>However, when the strategy is implemented it also needs to be compliant with the relevant statutory provisions and regulations. For example:</p> <p>The Statement of Licensing Policy is subject to the provisions, regulations and guidance from the Licensing Act 2003.</p> <p>The Misuse of Drugs Act 1971 (as amended) is the main legislation used to control and classify drugs that are 'dangerous or otherwise harmful' when misused.</p> <p>The Misuse of Drugs Regulations 2001 (as amended) allow for the lawful possession and supply of controlled (illegal) drugs for legitimate purposes.</p>

LEGAL ISSUES (cont.)	Yes	<p>The Public Health Outcomes Framework 2013-16 was published under section 73B(1) of the NHS Act 2006 (inserted by section 31 of the Health and Social Care Act 2012) as a document that local authorities must have regard to in the exercise of the public health functions for which they became responsible on 1 April 2013 under the 2012 Act.</p> <p>Paragraph 1.2.2 of this report refers to the ongoing scrutiny review. It should be noted that Scrutiny recommendations can be made to the Council's Cabinet and that the Health and Wellbeing Board should be kept aware of any such recommendations and actions required by Cabinet as a result.</p> <p>Statutory requirements in relation to crime and disorder are set out in the main body of this report.</p>
OTHER IMPACTS, RISKS & OPPORTUNITIES	Yes	<ul style="list-style-type: none"> • Partnership working at a strategic and operational level within the CSP and with the Police and Crime Commissioner enhances and supports the delivery of Drug and Alcohol strategy. • Not having a CSP Plan could mean we are not meeting our statutory requirements and could impact on allocation of funding from the Police & Crime Commissioner thus impacting on the delivery of our four priorities.
IMPACT ON SPECIFIC WARDS	No	<p>However, drug and alcohol misuse are most prevalent in our most deprived communities which mirrors the high areas of demand in relation to Anti social Behaviour and crime.</p>

PART B) – ADDITIONAL INFORMATION

1. INFORMATION

1.1. Community Safety Partnership Overview and Priorities

1.1.1. Background

Telford and Wrekin Community Safety Partnership has been in situ prior to the legal requirement from the Crime and Disorder Act 1998 to establish a Community Safety Partnership (CSP) (Annex 1) Section 17 of this Act places a duty on the responsible authorities, Police, Fire and Rescue, Probation, Health and Local Authority to; work together to prevent crime and disorder, prevent the misuse of drugs, alcohol and other substances and prevent re-offending in this area.

The following are specific requirements imposed upon the CSP:

- Set up a strategic group to direct the work of the partnership. The current chair of the CSP board is Chief Sup Nav Malik.
- Regularly engage and consult with the community about their concerns and taking appropriate actions.
- Set up protocols and systems for sharing information
- Analyse a wide range of data, including recorded crime levels and patterns, in order to identify priorities in an annual strategic assessment
- Set out a partnership plan and monitor progress
- Produce a strategy to reduce reoffending
- Commission domestic violence homicide reviews

The CSP delivery framework is established under statute through the Crime & Disorder Act 1998 (as amended) (section 6 of the Act). The Partnership also has due regard for the Police and Crime Commissioner role as set out in the Police Reform and Social Responsibility Act 2011 (co-operative working duty, section 10 of the Act).

1.1.2. CSP Priorities and Governance

The priorities have also been referenced against the Police and Crime Commissioners (PCC) priorities to ensure that our local approach links into the West Mercia Police and Crime plan.

The CSP has the responsibility to ensure that all of the statutory partners are working together to put in place measures to reduce crime and ASB to include substance misuse and re-offending. CSPs are also required to take appropriate action to prevent violent extremism and influence social and economic change as a way of preventing, tackling and reducing crime and disorder.

The Partnership Plan identifies the CSPs four overarching priorities which are;

1. Overall crime is reduced in the Borough
2. Anti-social behaviour is reduced – to include environmental crime
3. Greater Community Cohesion in the Borough
4. To reduce the fear of crime – keeping residents safer in Telford & Wrekin

Each priority is supported by an operational action plan to ensure that we have a framework in place to support and deliver on each priority. The Partnership Plan is flexible and adaptable to change to meet and reflect local need and will be reviewed annually. The overall responsibility for the Partnership Plan sits with the Community Safety Partnership Board; the Community Safety Team oversees the delivery of the priorities and the action plans, working with partners and the operational delivery groups across the Partnership. The CSP Board receives regular updates regarding the Plan and Performance and is monitored via the board and where necessary the Board will hold lead officers to account.

1.2. Reducing Drugs and Alcohol Misuse Priority: Key achievements and progress

1.2.1. Governance and Reporting

- The DAAT Board has met and reported progress into the Community Safety Partnership twice since April 2014.
- The drug and alcohol performance and outcomes framework has now been populated and will be updated on a quarterly basis to track progress towards delivery of the strategy.
- A clinical governance group has been established to assure clinical quality in treatment services. It is proposed that this group will report to the DAAT and will provide wider assurance on the implementation across the entire strategy. Key areas of clinical governance work which have progressed are:
 - Scoping of a drug related deaths process, to ensure lessons are clearly learned and used to prevent future deaths
 - Development of the Naloxone policy, which is used to reverse the effects of opiate overdose and can save lives
 - Establishing the Hepatitis C testing and referral pathways for use in general practice and substance misuse services.

1.2.2. Scrutiny Committee Review

- Members of the DAAT Board and provider leads were invited to discuss the implementation of the drug and alcohol strategy with the

Scrutiny Committee at a series of meetings during the past six months. The Committee also visited the DARS service and Telford After Care Team (TACT).

- The feedback from the Committee was very positive on both the strategy and following the service visits. The key areas of focus and challenge for the Committee included:
 - concern regarding services for people with a dual diagnosis – addiction problems and mental health issues
 - changes in the detoxification services and the importance of pre and post aftercare and support following detoxes
 - continuing to ensure that service user involvement shapes future developments
 - importance of wider support for people in recovery, particularly for housing issues.
- A final scrutiny meeting is expected to take place before the end of January 2015 and a report on the Committee's findings and recommendations will be formally discussed at the next DAAT meeting.

1.2.3. Commissioning Update

- Contract extensions have been issued for the clinical service which supports the Council's Drug and Alcohol Recovery Service (DARS), the services provided by IMPACT and NACRO. These services will be extended under the current contract arrangements until the end of June 2015.
- The procurement process is currently being planned for the services which need to be competitively tendered, in line with the Council's agreed commissioning intentions. New contracts will be in place for these services by July 2015.
- A competitive tender process has been undertaken to approve a set of providers to deliver inpatient detoxification services, new contracts have been in place since October 2014.

1.2.4. Key highlights: Reducing Risk and Demand

- Crucial Crew, the multi agency partnership event aimed at Year 6 children (10/11yrs) was held over a 13 day period (30 June – 15 July). The event is designed to provide children with life skills and knowledge, that will in the future help to keep themselves and others safe. This year approximately 1,723 students attended and one of the eleven sessions delivered was Alcohol Awareness, facilitated by Cohesion Services. Feedback from teachers and young people was

extremely positive and many children were shocked to understand the health dangers and the affect on the senses which alcohol can have.

- Following on from the success of Crucial Crew 2013, a pilot event for Year 9 students, took place at Lakeside and Madeley Academies. A total of 350 students took part receiving keep safe messages highlighting issues such as: misuse of alcohol, positive relationships, domestic abuse within teen relationships and consequences of behaviour and crime. Feedback from the young people participating was extremely positive and the project will roll out to five secondary schools next year.
- At T live in August 2014 an information and awareness raising stand was facilitated by the partnership providing information on legal highs cannabis and alcohol for young people.
- Alcohol Awareness Week 2014 was promoted extensively by CSP colleagues during 17th – 23rd November, including through:
 - A Shropshire Radio interview with TACT on 14th November
 - Awareness stands in Telford Town Centre on 15th November and at Southwater 1 on 17th – 21st November, providing information on the facts and figures of alcohol misuse and details of local treatment and recovery services.
 - Social media campaign, with information on the Council's intranet, messages on facebook and twitter and Alcohol Myths and Facts Quiz plus press releases. 500 Alcohol myths and facts quizzes were completed throughout the week and with a social media reach 2,136 hits.

1.2.5. Key highlights: Building Recovery and Reducing Harm

- The Moving Forward Workshop was held on 19th June to discuss stakeholder views on reshaping our treatment and recovery system. The event was well supported by 82 attendees, including several service users who shared their recovery experiences. Practitioners working in the treatment services reported that the event was a real opportunity to feed in views and network across the system.
- Staffing challenges within the clinical team which provides nursing and medical support to the DARS service have been overcome with the recruitment of new staff in Shropshire Community Health Services Trust.
- Our first Celebrating Recovery Event was hosted by TACT on the 24th September 2014. The event, which was held at The Place Theatre as part of national recovery month, was opened by the Deputy Mayor. Over 100 participants enjoyed the full day programme, hearing a series of moving stories of personal recovery journeys from local TACT volunteers. There was an awards

ceremony to celebrate individual's recovery achievements. The feedback from participants was extremely good with the vast majority reporting that the event: provided excellent networking opportunities, and increased knowledge and understanding of the recovery agenda. There was clear acknowledgement of the importance of celebration of local success and commitment was given to hold the event regularly each year.

- A Recovery Bond has been established within Cohesion Services to assist people actively involved in their recovery journey in sourcing and funding suitable accommodation. The bond assists deposits and fees for properties and provides support to source and support tenancies. Currently seven clients are involved in this intervention.

2. IMPACT ASSESSMENT – ADDITIONAL INFORMATION

None.

3. PREVIOUS MINUTES

Telford and Wrekin Drug and Alcohol Strategy 2014/15 – 2016/17, 12th March 2014

4. BACKGROUND PAPERS

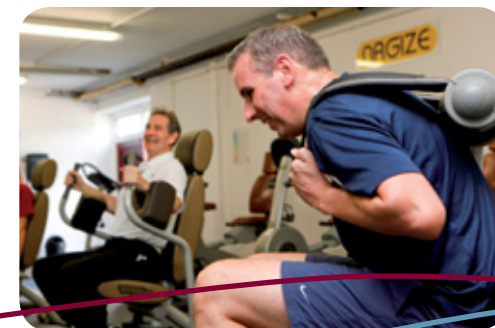
Report prepared by Helen Onions, Consultant in Public Health, Telephone: 01952 381028

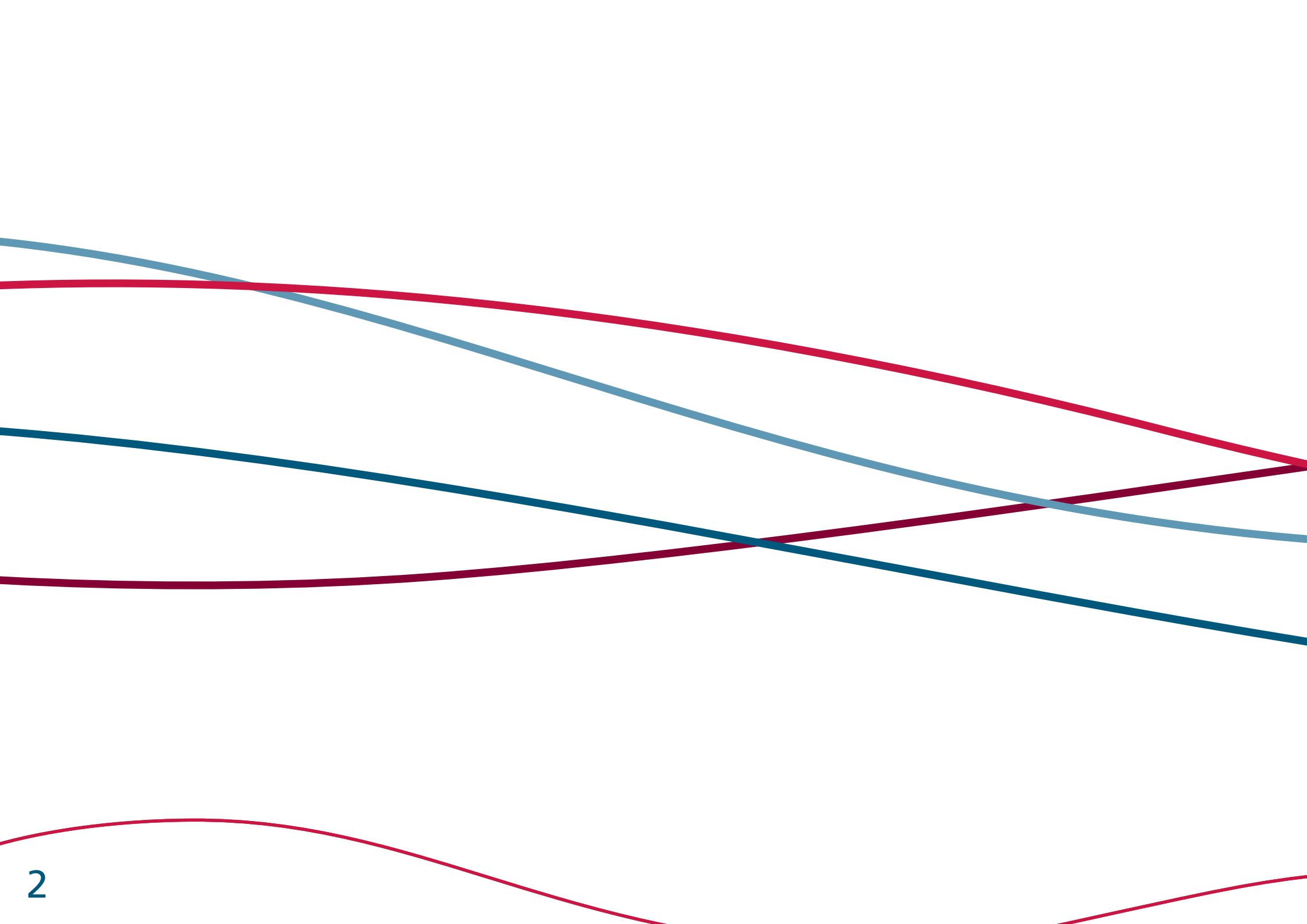
Paul Fenn, Cohesion Locality Manager, Lyn Stepanian DAAT Coordinator.

2014

The Annual Public Health Report

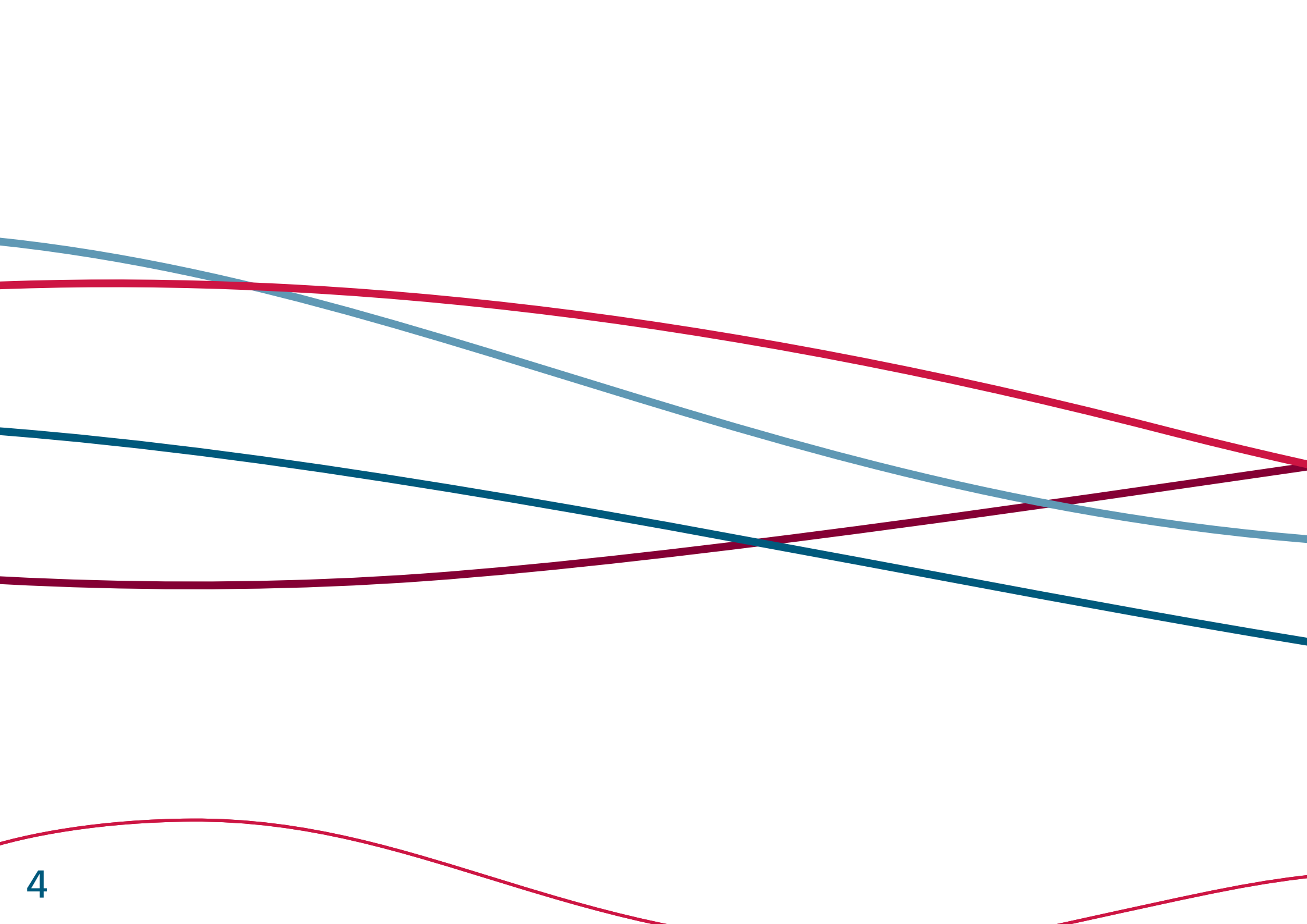
for Telford and Wrekin





Contents

- 5 Introduction
- 7 Acknowledgements
- 9 Review of last years recommendations
- 11 Introduction
- 13 Chapter One: The best start in life
 - 15 Improving health and wellbeing in families
 - 15 **Case Study:** Smoking in Pregnancy
 - 16 **Case Study:** Healthy Mum's Programme
 - 17 Improving attainment, particularly school readiness
- 21 Chapter Two: Helping people find jobs and stay in work
 - 23 **Case Study:** Job Junctions
 - 24 Jobs Fair 2014
 - 24 The Job Box
- 25 Chapter Three: Being active
 - 25 Green and Open Spaces
 - 26 Active Travel
 - 27 Leisure Services
 - 28 **Case Study:** Tackle Your Health
 - 30 **Case Study:** Walking Bus
- 31 Chapter Four: Strong communities, wellbeing and resilience
 - 33 Volunteering
 - 33 Social Regeneration Target Areas
 - 33 Ward Cooperative Funds
 - 34 Brookside Improvement Group
 - 34 **Case Study:** Becoming a volunteer HENRY Parent Champion
- 37 Chapter Five: Public Health Outcomes Framework
 - 37 Overarching health indicators
 - 38 Wider Determinants of Health
 - 40 Health Improvement
 - 42 Health Protection
 - 43 Healthcare and Premature Mortality
- 47 References



Foreword



This is my first year as Director of Public Health in Telford & Wrekin and my first as a Director of Public Health working in a local authority. Moving Public Health to local government gives us a real opportunity to address the issues that can make the

biggest difference to tackling health inequalities. This opportunity is there because we are working alongside our colleagues who shape: the towns and buildings we shop, live, work and spend our leisure time in; who ensure the education of our children; who help us find work and support us in times of need. These are the things that make a real difference to how long and how well we live and, for this reason, have been supported by funding from the Public Health grant to deliver improvements in Public Health outcomes for our communities.

There is a real opportunity for the Council to make sure each decision and every contact counts in terms of improving wellbeing in the Borough. I am looking forward to working across the council and with wider public services, voluntary and community groups and the business sector to realise it!

Reflecting on this past year, I have enjoyed my working life in the council which I know is important for my own personal resilience and something I would want for as many as possible. Good work for all is essential for our wellbeing. I have met some inspiring local people - whether they are recovering from addiction and are proudly volunteering to support others in their journey or a Head of a local school who, with her staff, parents and grand parents, are inspiring a real sense of community and connectedness within her school. Giving and connectedness with others supports all our wellbeing.

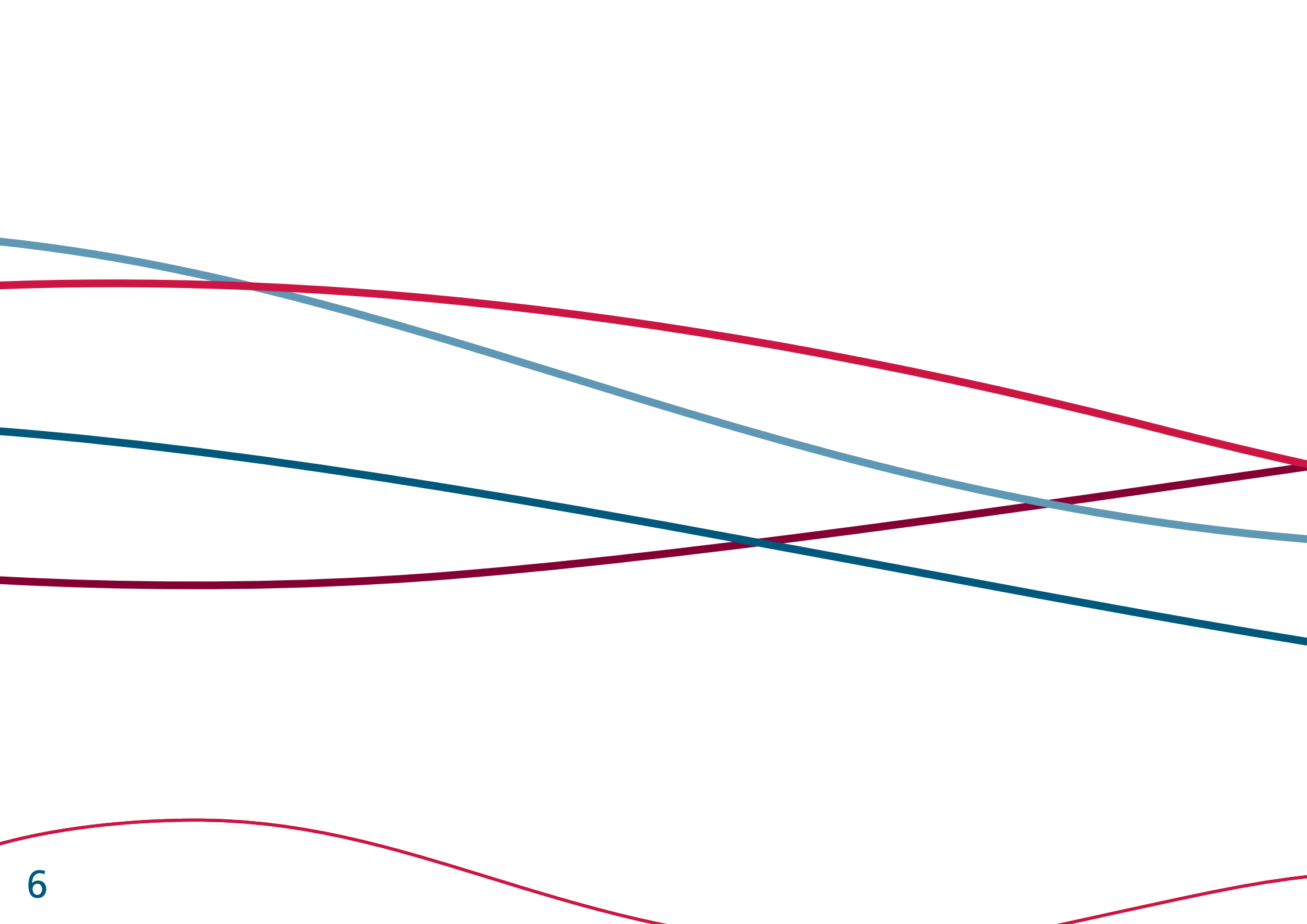
Being new to working within a council I have learnt so much from my colleagues and other officers. I was delighted to take on a new responsibility for the Public Protection and Civil Resilience functions and have learnt through those teams how valuable their day to day work can be in protecting residents and supporting businesses. Keeping learning whether at work or at home builds our resilience. I have benefitted from having a small committed Public Health team who I could see right from when I started are really positive and enthusiastic about what they are trying to achieve. We all got to know each other in the early days by talking, sharing lunch and having a great winter walk in the Town

Park just before Christmas and lastly – again in the park - I felt a real buzz and connectedness with so many Telford residents at the T-Live events in August. Keeping active and noticing, particularly the small things in life, does make a difference to our mental wellbeing. We can all promote these Five Way to Wellbeing (Connect, Be active, Take Notice, Keep Learning and Give...) in our working and personal lives. Be inspired by local people's stories and visit our Five Ways Telford blog at <http://fivewaystelford.wordpress.com/>

I am delighted to have produced this first Annual Public Health Report and would like to thank my team and all the officers from across the council who have contributed. We do have some real challenges in terms of wellbeing within the borough but we must build upon our strengths – as a growing, active and green town - to take ambitious steps to improve our wellbeing now and in the future.

Liz Noakes

Statutory Director of Public Health
Telford & Wrekin Council



Acknowledgements

Gavin Ashford

Senior Planning Officer

e: gavin.ashford1@telford.gov.uk

Damion Clayton

Research & Intelligence Officer

e: damion.clayton@telford.gov.uk

Stuart Davidson

Leisure Service Delivery Manager

e: stuart.davidson@telford.gov.uk

Becky Eade

Parks and Open Spaces Manager

e: becky.eade@telford.gov.uk

Heather Gumsley

Civil Resilience Manager

e: heather.gumsley@telford.gov.uk

Clare Harland

Public Health Commissioner

e: clare.harland@telford.gov.uk

Megan Harris

Speciality Registrar in Public Health

e: megan.harris@telford.gov.uk

Keith Harris

Service Delivery Manager Transport and Highway Development

e: keith.harris@telford.gov.uk

Rachael Jones

Service Delivery Manager Community Participation

e: rachael.jones@telford.gov.uk

Phil Lorenz

Senior Road Safety Officer

e: phil.lorenz@telford.gov.uk

Sue Marston

Skills Service Delivery Manager

e: sue.marston@telford.gov.uk

Louise Mills

Service Delivery Manager Health Improvement

e: louise.mills@telford.gov.uk

Helen Onions

Consultant in Public Health

e: helen.onions@telford.gov.uk

Rachel Threadgold

Community Sport and Physical Activity Group Manager

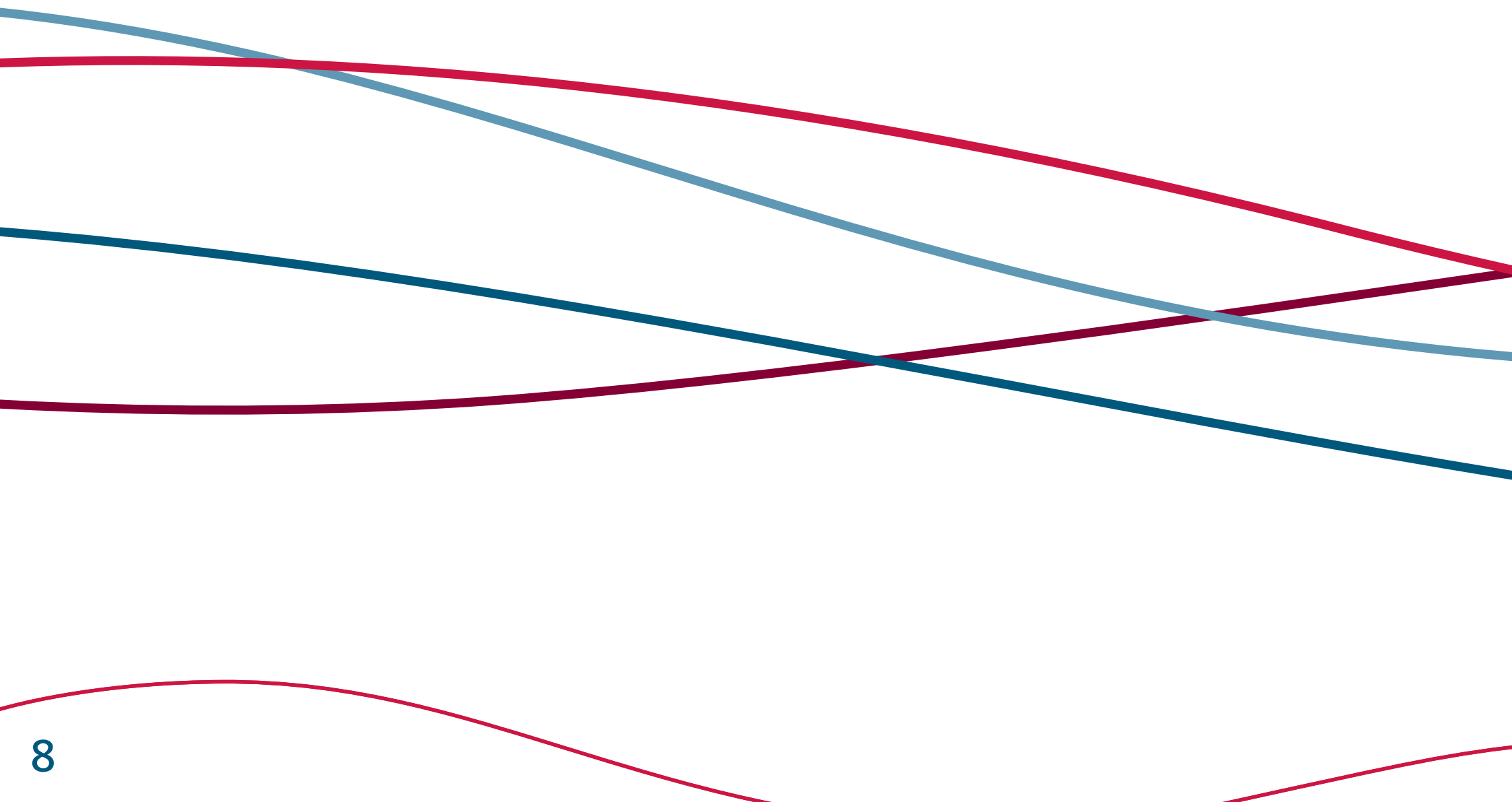
e: rachel.threadgold@telford.gov.uk

Mike Vout

Urban Designer

e: michael.vout@telford.gov.uk

A big thank you to all the people who told us their stories for the case studies.



Review of last years recommendations

My predecessor Dr Catherine Woodward made 12 recommendations in her 2012/13 annual public health report. Since then the public health team has further embedded into the Council, working closely with NHS Telford and Wrekin Clinical Commissioning Group and other strategic partners, such as the West Mercia Police and Shropshire Fire & Rescue Service. Progress made towards delivering these recommendations with our partners during the past year is outlined below.

- The Telford and Wrekin Tobacco Control Commissioning Partnership should review its current strategy and action plan, to identify further opportunities to reduce smoking prevalence (including amongst pregnant women) in Telford and Wrekin, following migration of the public health function into the Council

Completed: The Telford and Wrekin Tobacco Control Partnership reviewed local tobacco activities against the gold standard CLear framework in October 2013 and this exercise was revisited in October 2014. The key actions undertaken since the migration of the public health function into the Council include: the Health & Wellbeing Board commitment to the

Local Tobacco Control Declaration, including the Council agreement to not support or endorse e-cigarettes until they are licensed and regulated and establishment of a new service to support and advise pregnant women who smoke in September 2013

- As part of the vision that every child and young person will have a healthy lifestyle, the Children, Young People and Families Board should review and agree its position on working in partnership with schools, to ensure that health issues remain a priority and to support the delivery priorities of the Telford & Wrekin Health and Wellbeing Strategy

Partially completed: Working in partnership with schools has been identified as a priority by the Early Help Partnership Board. Work is underway to consult with staff and pupils in schools to audit current provision and share best practice. A proposal is being developed, based on a review of the evidence-base and engagement work with schools. The proposal will be piloted with schools from January 2015. The proposal will enhance existing provision; set out to address gaps and will

include the provision of training, peer support and resources.

- The Children, Young People and Families Board should monitor the impact of the Telford and Wrekin Child Unintentional Injury Strategy, including through analyses of local trends

On-going: Outcome measures for unintentional injury are routinely reported within the Children, Young People and Families Board Boards performance monitoring framework. The Unintentional Injury Steering Group will review the current strategy in early 2015 to audit progress against the action plan and the impact on outcomes to inform our priorities for 2015/16 onwards.

- In its role as the commissioner of maternity services for the local population and in partnership with lead clinicians, the Clinical Commissioning Group should agree and specify the system of fetal growth monitoring at the Shrewsbury and Telford Hospitals NHS Trust, including the quality assurance of this system. Progress should be reported to the Health and Wellbeing Board, as part of the Clinical Commissioning Group's regular updates to the Board

Partially completed: GROW training (which includes assessment of risk factors, standardised fundal height measurement, plotting on customised charts, and evidence based referral pathways and protocols based on the Royal College of Obstetricians and Gynaecologist guidelines) has been delivered to 169 midwives and 12 obstetricians. However, a comprehensive system for routine fetal growth monitoring is not yet in place.

- As part of its performance framework, the Health and Wellbeing Board should agree a set of metrics with which it will track the local impact of the economic situation (including benefit changes) on health and wellbeing, including health inequalities.

Partially completed: A refreshed Population Profile, due for publication in early 2015, will examine the impact of various aspects of the economic situation in the Borough, providing trend analyses over time. A comprehensive

demand analyses project is being undertaken to model service use and understand the impact of changing patterns of demand. The Index of Multiple Deprivation data is also due for national release in 2015. This intelligence work will be presented to the Health and Wellbeing Board during 2015.

- Recognising that some of these actions are already in place, Health and Wellbeing Board should agree its programme of evidence-based interventions to minimise the impact of the economic situation on local health and wellbeing, including on health inequalities.

Due for completion in 2015: The intelligence work described above will be used to agree a set of evidence-based interventions aimed at minimising the impact of the economic situation on health and wellbeing and associated as part of the development of the Living Well programme.

- The Health and Wellbeing Board should ensure that the Telford and Wrekin Alcohol Misuse Strategy and its associated action plan is reviewed by lead officers from relevant partner organisations, with an updated strategy presented for approval to the Board during 2013.

Completed: The Health & Wellbeing Board approved the updated Drug & Alcohol Strategy for Telford & Wrekin in March 2014. The strategy was developed in collaboration with stakeholders from the Drug and Alcohol

Action Team (DAAT) and Community Safety Partnership Boards, including service users and volunteers from Telford After Care Team (TACT). The strategy was shaped by local intelligence on need and performance, best practice guidance and views and experiences of service users.

- The Health and Wellbeing Board should receive a report from Public Health England, by no later than September 2013, on plans to further improve 'flu immunisation rates in all target groups in Telford and Wrekin during the 2013/14 'flu season'

Completed: The Health & Wellbeing Board received a detailed report on plans to improve seasonal 'flu immunisation from Shropshire and Staffordshire Screening and Immunisation Team in December 2013. During the 2013/14 season uptake was maintained in people aged 65 years and over and there were improvements in uptake across all other at risk groups, including those with chronic health conditions and pregnant women in comparison to 2012/13

Introduction

Councils have a proud history of improving population health. Many council functions were first formed as a reaction to the health problems of rapid industrialisation and urban poverty in the Victorian times and they have always been important to our health. Sewage, housing, public parks and libraries were all seen as public health interventions in the 19th century. The transfer of Public Health to local government in April 2013 is a real opportunity to renew Telford & Wrekin Council's responsibility for Public Health and identify the new big hitters that will create resilient, healthy and thriving communities in the 21st century. Some of the wellbeing issues are the same, such as inequalities, some have changed such as addiction and some are new such as the rise in obesity, but the need to address the root causes of poor wellbeing at scale has not changed.

The root causes that shape people's health: the context and the circumstances of their lives, such as jobs, housing, schools, where we live and the quality of our social and family lives are influenced by us, as communities, and by how councils and other public services deliver their core roles and functions. People who connect and support each

other are less isolated, are often powerful catalysts for changing lives and improving wellbeing, and are usually less reliant on formal support services. Many of the lifestyle problems we face, such as obesity or physical inactivity, are complex. They are not amenable to change through one single intervention. It will take different types of action, across different sectors, to make a difference. The cumulative effects these problems can have throughout people's lives also give importance to intervening early to stack the odds in favour of health from the start.

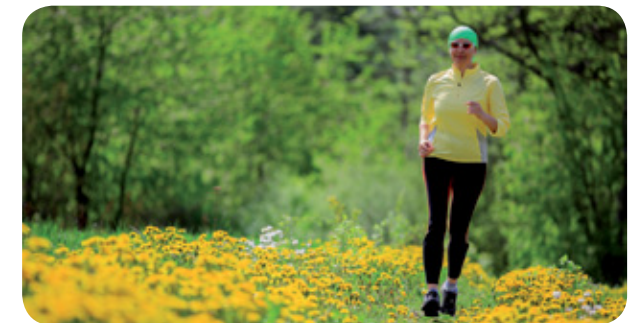
Local authorities can take action across many of the areas that impact directly on people's health and indirectly on their lifestyles, from planning to housing. For this reason, this Report focuses on these wider determinants of health and some of these core functions.

A Living Well Board has been established to realise the collective potential of communities, partners and the council in Telford & Wrekin to promote health and wellbeing and reduce health inequalities. The group which, reports to the Health & Wellbeing Board, will coordinate and

maximise collective action to promote positive wellbeing, healthy lifestyles and tackle the root causes of poor health, such as housing and employment.

The overall approach adopted in this report is to:

- Describe a range of local actions being undertaken to address the wider determinants of health
- Highlight the potential impact on improving wellbeing
- Give information on the relevant Public Health Outcomes indicators and our local performance
- Make recommendations for further actions to support the development of the Living Well programme



Recommendations

- 1** The Early Help Partnership, which reports to the Children Young People & Families Board, should work with schools to develop a schools-based programme to improve emotional health and wellbeing of children and young people.
- 2** The Council should be an exemplar employer for promoting and supporting improvements in employee health and wellbeing, using an evidence-based and innovative approach.
- 3** The Living Well Board, in collaboration with employers, should develop a workplace wellbeing offer within the Telford Bondholders Scheme.



- 4** The Council should work with wider partners to ensure that the universal offer for physical activity and also the targeted work to address health inequalities provides opportunities comprehensively across the life course.
- 5** The Public Health team should work with the Development, Business & Employment team to develop specific policies which support the creation of healthy environments, for example, controlling the number of new fast food outlets within local centres and near schools, in the Shaping Places Development Strategy.
- 6** The Council, partners and communities recognise the valuable contribution volunteering can make to volunteers themselves and to others and support the development of more volunteering opportunities.
- 7** The Council, partners and communities use the '5 Ways Telford' social media blog to cascade 'people like us' stories to inspire others to take simple steps to feel well, be more positive and get more from life.
- 8** In order to fully realise the opportunities for Making Every Contact Count it is recommended that:
 - The Council develop and roll out Health & Wellbeing Making Every Contact Count training for front-line council services, who have received Public Health grant funding, to ensure our workforce feels confident in using brief advice to raise lifestyle and wellbeing issues with customers and;
 - The NHS Telford and Wrekin Clinical Commissioning Group support collaborative work on Making Every Contact Count across the Local Health Economy, for example through use of the NHS standard contract to specify MECC training and delivery requirements for providers.



Chapter One: The best start in life

Healthy infants, schools and pupils

1.1 Why is it important?

What happens to children before they are born and in the early years of life strongly influences their health and opportunities later in life¹. Giving children the best start in life is crucial to reducing health inequalities, as the foundation for all the aspects of human development - physical, emotional and intellectual, are laid in the early years². There is clear evidence that children's early experiences, particularly in the first three years of life, impact on outcomes in later life, across a range of areas, from health and social behaviour to employment and educational attainment.

Local Authorities have an important role in commissioning and delivering early years services, beyond the statutory duties to children and young people³. Councils have a leadership role in ensuring a shared ambition is in place for children, in addition to their key role in the commissioning of early years provision, across a range of issues from nursery places to children's centres and from October 2015 this will include health visiting and family nurse partnership services.

Education is not just about attainment of qualifications and should also enable children to develop their personalities, talents and abilities, to build resilience, self-esteem and to live a full and satisfying life².

Children's social and emotional wellbeing is important in its own right but also because it affects their physical health (both as a child and as an adult) and can determine how well they do at school.

Did you know?

- No matter the economy of the country, investment in early years of a child is more cost-effective and better for the individual child than remedial action in later life⁴
- Evidence shows that spending on children early in their lives is more effective in improving their long term outcomes than investments later in life²

- Good social, emotional and psychological health helps protect children against emotional and behavioural problems, violence and crime, teenage pregnancy and the misuse of drugs and alcohol⁵
- Evidence from many countries confirms that there is a strong correlation between educational attainment, life expectancy and self-reported health, within and across generations. School is also an important setting for forming or changing health behaviours³
- Smoking during pregnancy can cause a range of serious health problems for babies, including lower birth weight and an increased risk of sudden infant death syndrome, while newborn babies exposed to second-hand smoke are at increased risk of infections such as asthma and meningitis

Key local facts and figures

- Levels of smoking in pregnancy are persistently high, 22.4% of mothers (circa 470 women) continued to smoke at delivery in 2013/14, compared to 12.0% nationally
- The rate of babies born with a low birth weight in 2012 was similar to the national average rate (2.8%)
- The rates of breastfeeding at birth (67.4%) and at 6-8 weeks (33.9%) remained significantly worse than the national averages in 2013/14 (73.9% and 47.2% respectively)
- The rates of immunisation in preschool children are significantly better than the England average for all vaccinations at one year, two years and five years old
- School readiness performance in Reception year (4-5 year olds) improved in 2013/14 with:
 - 59% of Reception pupils overall achieving a good level of development, which was better than in 2012/13 (45.1%) and is now similar to the the national average of 60%
 - 48% of Reception pupils with free school meal status achieving a good level of development, which was better than in 2012/13 (30.6%) and is now above the national average of 45%
- School readiness performance year 1 (5-6 year olds) in 2013/14:
 - 77.4% of Year 1 pupils achieved the expected level in the phonics screening check, an impressive increase on the 2012/13 figure of 67%
- 68.7% of Year 1 pupils with free school meal status achieved the expected level in the phonics screening check, again a good improvement on the 2012/13 figure of 54.7%
- The rate of pupil absence in 2012/13, 4.97% was significantly better than the national average figure of 5.26%
- Teenage pregnancy rates have declined significantly in the past three years, however, the under 18 conception rate in 2012 (36.8 per 1,000 females aged 15-17 years) remained statistically significantly worse than the national average for England (27.7 per 1,000)
- There were 123 conceptions amongst under 18 year olds in 2012, 38% chose to terminate their pregnancy which is significantly lower than the England average (49.1%)
- Almost a quarter (24.2%) of Reception year children (aged 4-5 years) are classified as overweight or obese, this is similar to the national average of 22.2%
- Over a third (35.0%) of Year 6 children (aged 10-11 years) are classified as overweight or obese, this is similar to the national average of 33.3%
- In 2012/13 there were 169 admissions to hospital as a result of self-harm amongst young people, the rate of young people aged 10 to 24 years admitted to hospital was worse than national England average

1.2 What is happening in Telford and Wrekin?

Our local Early Help Strategy sets out how the Council will work with wider partners to improve outcomes for children, young people, families and carers in Telford and Wrekin. It sets out our collective ambition to improve health & wellbeing, attainment and prospects of children and young people in the Borough. Our Early Help approach has a strong focus on prevention with a vision that supports more community self-help and self-sufficiency including volunteering.

The following are a few selected examples of programmes focussed on improving wellbeing outcomes for children and young people. Many different teams and organisations are supporting the delivery of these programmes and many include volunteers.



Improving health and wellbeing in families

- Healthy Start is a voucher scheme intended for families on low income for money off fruit, vegetables, milk, infant formula milk and the provision of free vitamins. Our Early Help workforce including midwives, health visitors and early intervention practitioners provide families with information, advice and support to access the scheme. Work has continued with the NHS Telford and Wrekin Clinical Commissioning Group to ensure families can access free vitamins from all pharmacies in the borough.
- Reducing levels of smoking in pregnancy continues to be a local challenge and is one of the top priorities for the Borough's Health and Wellbeing Board. Developed by experts and delivered by specially trained and highly experienced professionals, the Quit 51 Stop Smoking Service provides advice, support and encouragement to all pregnant women wanting support to stop smoking. Locally there are a number of initiatives to try to encourage women that smoke during pregnancy to quit including: all women who smoke are directed to Quit 51 by midwifery at the time of booking; provision of 1 to 1 and group support to women to reduce harm to their baby during pregnancy; delivery of quit smoking sessions at the hospital during consultant led clinics; the offer of Nicotine Replacement Therapy (NRT) at no cost such as patches, gum and lozenges; and access to information leaflets on the effects of smoking to them and their unborn baby.

Case Study Smoking in Pregnancy

Sarah Reeves came to the new Quit 51 smoking in pregnancy service in November 2013 for support to quit smoking. She was finding it difficult to walk her youngest children to school in the mornings and was keen to make changes. Not only was Sarah finding being out of breath difficult, but she also knew her children disapproved of her smoking. Sarah mentioned e-cigarettes in the first week of her trying to quit, but after discussing the fact that they were not regulated she decided to use the Nicotine Replacement Therapy. Within the first week of starting the stop smoking programme Sarah changed her home to a smoke free zone.

Christmas was the first real challenge she had to experience as she knew she would have family and friends who smoked visiting. Sarah coped really well, having consulted with the stop smoking advisor beforehand, she remained on a higher strength nicotine patch until the festive period was over. Sarah reported feeling really empowered and was managing her quit attempt successfully with continued regular support and advice from the Quit 51 advisor.

Feeling comfortable with her progress and in consultation with the adviser Sarah reduced the strength of her nicotine patches and really began to feel like a non smoker. Reports from midwives that her pregnancy was progressing well, and that her baby was a good healthy size was a real

incentive for Sarah to continue to stay quit. She stuck to her commitment to not taking a single puff on a cigarette.

As the weeks passed Sarah was surprised that her sense of taste and smell improved, their home was a smoke free zone, and the children were all really happy with her for quitting. Visits to the midwives were very encouraging as they were pleased with Sarah and her progress. The baby's growth progressed well and both mum and baby remained in good health throughout the pregnancy.

Sarah gave birth in early June to a beautiful baby girl who weighed 7lbs 8oz. To date it was the best birth weight she had delivered with a record delivery of 25 minutes long - dispelling the myth that big babies are hard to deliver. Mother and baby continue to do very well and Sarah continues to be quit, considering herself now as a non-smoker. www.quit51.co.uk



- Investment in breastfeeding support services has continued. Local provision is delivered by a well trained and experienced multi-disciplinary team of midwives, health visitors, early intervention practitioners, breastfeeding support facilitators and peer support volunteers and includes: support in hospital to breastfeed, the Telford and Wrekin Breastfeeding Encouragement and Support Team (BEST); a helpline providing information about breastfeeding issues, groups and services within the local area; community based Breastfeeding Support Groups and home visits. Work has continued to provide targeted support in those areas of the Borough where breastfeeding rates are particularly low.
- The Healthy Mums programme provides support to pregnant ladies who have a BMI over 30. They are referred by their midwife, professional or can self refer to the programme. One to one support is provided during phase 1 (ante-natal) and then post-natal up until their baby is 6 months old (phase 2). Support is given on a monthly basis to make changes to improve the mother's health and the health of the baby and includes support to minimise weight gain during pregnancy and support to lose weight post-natally. Advice and support also includes breastfeeding and weaning.



Case Study Healthy Mum's Programme

A client from Wellington started the Healthy Mum's programme during phase 2. She self referred to the programme having seen a leaflet in her local area.

On the Healthy Mums programme, the advisor aims to provide practical knowledge regarding small changes that can be made to help maintain weight during pregnancy and lose weight after birth. This can include information such as portion sizes, the Eatwell Plate and recommended physical activity levels. Her comments on the service were "you work really well with clients to help them achieve a healthier lifestyle and give great support".

At the beginning of the programme, she was asked "on a scale of one to ten, where would you put yourself in terms of overall healthy lifestyle?" She stated she felt she was at a three however would ultimately like to be at a seven. Six months later, following completion of the programme, when asked again, she scored herself at a six. When asked to sum up what lifestyle changes she had made since being on the programme to achieve this increase, she stated "I am now aware of what a healthy lifestyle is. I drink a lot more water rather than soft drinks, I exercise more and have since joined a gym and I am aware of my portion sizes when I have my meals".

Her first recorded weight was 102.55kg (16st 2lb); 6 months later she now weighs 95.7kg (15st 0lb). Overall, she has lost 1st 2lb and achieved a 6.67% overall weight loss.

- The HENRY programme supports families who have a child under 5 years old. The aim of the programme is to give guidance to parents on how to give their child a healthy start, how to develop parenting skills, and advice on healthy eating and exercise. The Let's Get Healthy with HENRY programme is for eight weeks and can be accessed via a professional or self referral. A volunteer programme also runs within Telford and Wrekin and this is funded via HENRY and the Big Lottery. The Parent Champions project provides an excellent opportunity to offer training to parent volunteers to offer support for families on the programme, and assist with recruitment and maintenance of behavioural changes at the end of the programme.
- Lets cook together! is a project to engage parents and children to cook healthy meals. Children and families are taught about healthy eating, essential cookery skills, basic food hygiene and how to cook on a budget. The overall message is to promote cooking as a fun activity that can be enjoyed with all the family. The project is delivered within schools and from community venues across the Borough.

- From September 2014, all children in Reception, year 1 and year 2 in state-funded schools in England are eligible for a cooked school lunch at no cost to the parent. It includes infant pupils in maintained infant and primary schools, free schools, academies, and schools for pupils with special educational needs and pupil referral units. This is a government initiative called Universal Infant Free School Meals (UIFSM) and is aimed at improving academic attainment for infant children and to help families save money. In addition work is underway to support local schools to achieve the local Healthier Catering Commitment.



Improving attainment, particularly school readiness

- The Early Years Foundation Stage (EYFS) sets standards for learning, development and care of children from birth to 5 years old. All schools and Ofsted registered early years providers must follow the EYFS, including childminders, preschools, nurseries and school reception classes. The local authority employ a team of dedicated Early Years and Childcare Consultants to work specifically with our local early years providers to ensure our local provision is high quality and meets the requirements of the Early Years Foundation Stage Statutory Framework. The team also work closely with Children and Locality Family Services to deliver Play Together Groups supporting parents to think creatively to promote learning and development through play with the aim of raising the Early Years Foundation Score.
- There are currently a number of national initiatives under way to help local authorities better tailor their early years support to the needs of the most disadvantaged children and their families. Initiatives include free early education places for some children. In Telford and Wrekin, 97% of three and four year olds access their free entitlement of 15 hours a week. Uptake amongst two year olds remains low. Addressing this challenge is a priority for our Early Help Partnership.

- The Telford and Wrekin School Improvement Service aims to secure sustainable school improvement through raised aspirations and high levels of achievement for the whole community. The team includes specialist advisors working across many disciplines to provide support for: assessment, the curriculum, teaching and learning, early years, creativity and outdoor learning, equalities and diversity, leadership, support for newly qualified teachers and special educational needs and inclusion. Support in the early years and learning outdoors have been highlighted by our local partners and parents through our Early Help Consultation as being particularly important to improving outcomes for our children and young people.



1.3 What has been achieved?

- A recent visit from Public Health England highlighted our local Healthy Start pathway for the promotion and distribution of vouchers and vitamins as an example of best practice within the region. Uptake of the scheme by eligible families remains high at 81%; higher than the England average
- Our stop smoking services have supported 98 pregnant women to successfully quit smoking – in 2013/14 the highest ever recorded. Partners have worked collaboratively and taken action to improve data recording, monitoring and information sharing to ensure timely support is provided by the service
- Working collaboratively with the Shropshire Community Health NHS Trust, the Public Health team led the transfer of the Healthy Families Team and service from the NHS to the Council. The team are now part of the councils Children and Family Locality Service which has resulted in a more integrated approach to providing support to families with children who are overweight or obese
- 54 professionals completed HENRY core training and a further 24 have been trained to deliver Let's Get Healthy with HENRY courses. Nine programmes were delivered to parents during 2013/14. We continue to receive excellent feedback from parents about the programme and Telford and Wrekin continues

to have the best rate of retention for parents attending HENRY courses in comparison to the rest of the country.

"I have really enjoyed HENRY. The children have enjoyed the crèche. Going to miss coming. Great team of facilitators"

"I have loved coming to HENRY course. It has been fantastic. I have learnt so much and I will be sure to recommend the HENRY course to all my friends"

- The Shropshire Community Health NHS Trust School Nursing Team were winners of the School Nurse Awards category at the Nursing Standard Nurse Awards supported by the Department of Health for greatly improving and introducing asthma management guidelines to all schools across Shropshire, Telford and Wrekin

- Overall, educational achievement continues to improve and is now comparable to the national picture. For 2013/14 of particular note is the significant and important improvement in the Early Years Foundation Stage achievement rate from 45.0% in 2012/13 to 58.3% in 2013/14. This is a 25.6% improvement from 2012/13 and brings us to within 2%-points of the provisional national average (60.4%). Key Stage 1 achievement rate (Reading, Writing and Maths) have improved and are either the same as, or higher, than the national averages (2013/14). Key Stage 2 has also seen an improvement from 74.0% in 2012/13 to 78.0% in 2013/14 (an increase of 5.4%) and is now the same as the provisional national average (78%).
- During the spring and summer school terms 1500 children and parents took part in the Let's Cook Together project.
- 39 Primary Schools have achieved the Healthy Catering Commitment



"Our children have loved it! Chris and Niki have been so enthusiastic all day which has really helped to engage all the children they have worked with. It is so important for our children because many of them have such limited opportunities to cook at home."

**Richard Thorpe,
Headteacher, Grange Park
Primary School**

"The Cooking Bus was a big hit at Dothill. The children absolutely loved it! They have all taken the recipe home to try, they enjoyed it so much. Niki and Chris were both fantastic with the children and had them engaged and excited."

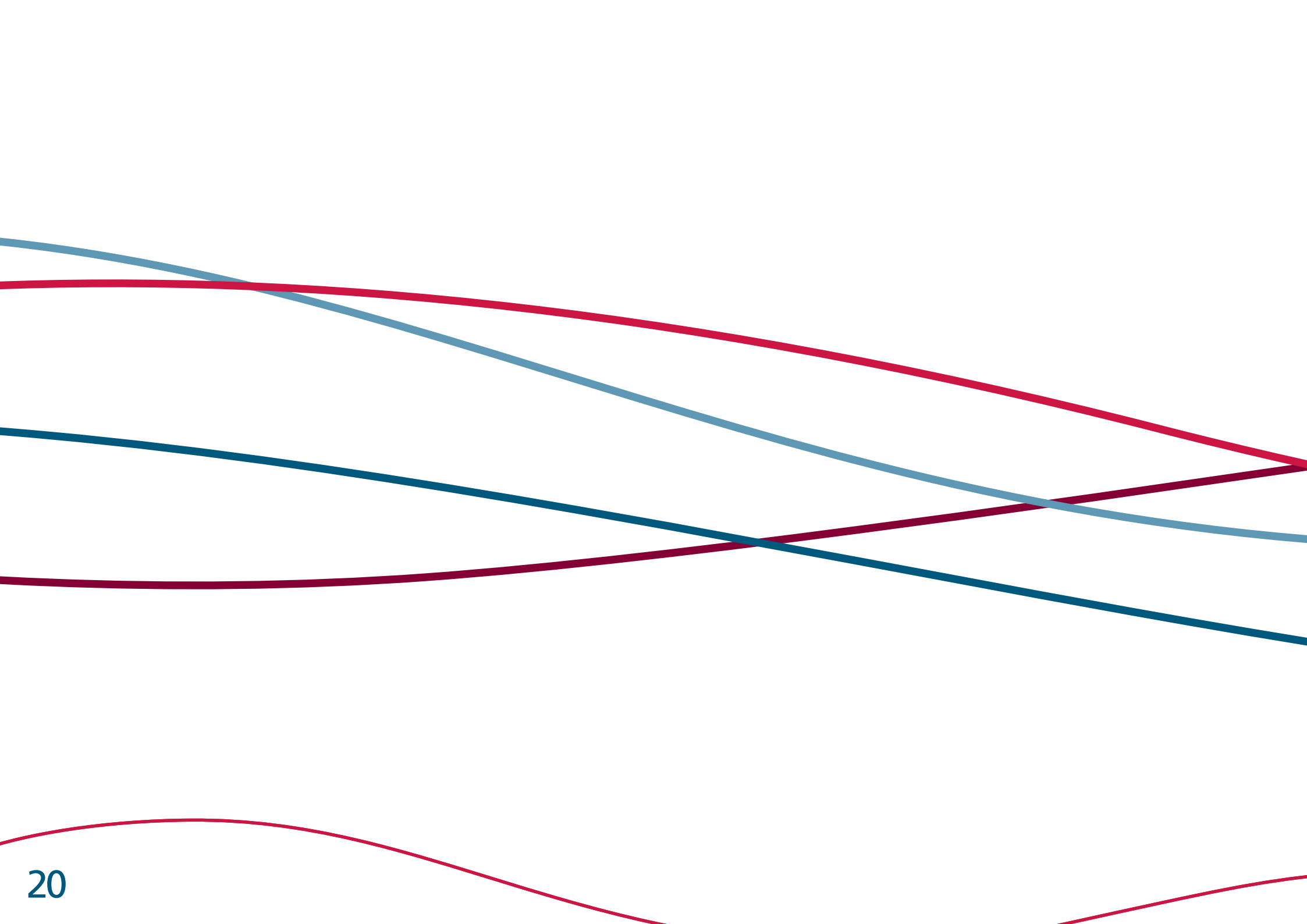
**Peter Rao,
Pastoral Manager,
Dothill Primary School**

Recommendations

Children's social and emotional wellbeing is important in its own right but also because it affects their physical health (both as a child and as an adult) and can determine how well they do at school. Children, young people, parents and professionals told us this was important and a need that required some focussed action in the Borough.

It is recommended that:

The Early Help Partnership, which reports to the Children Young People & Families Board, should work with schools to develop a schools based programme to improve emotional health and wellbeing of children and young people.



Chapter Two: Helping people find jobs and stay in work

2.1 Why is it important?

There is a close and complex relationship between employment and health. Being without work is rarely good for health, but while 'good work' is linked to positive health outcomes, jobs that are insecure, low paid and that fail to protect employee from stress and danger can make people physically and mentally unwell. Unemployed people incur a range of elevated health risks, including limiting long-term illness, mental illness and cardiovascular disease, much higher use of medication and worse prognosis and recovery rates². Adverse working conditions can expose individuals to a range of health hazards and these jobs tend to be available in lower-status occupations.

Getting people into "good employment" is a protective factor for an individual's health. Good jobs need to be sustainable and feel secure, offer a minimum level of quality, protect employees from adverse working conditions, come with a living wage, opportunities for development and allow a good work-life balance².

Healthy and motivated workers are more likely to 'go the extra mile', give good customer service, take fewer sick days and provide commitment and creativity. Workplace health programmes, aimed at ensuring a healthy workforce can lead to reduced sickness absence, lower staff turnover and boost productivity, which is good for employers, workers and the wider economy^{6, 7, 8, 9}.

Did you know?

- Young people not in education, employment or training (NEET) for a substantial period are less likely to find work later in life and are more likely to experience poor long-term health
- Unemployment increases the risk of fatal or non-fatal cardiovascular disease and events, and increases all-cause mortality by between 1.5 and 2.5 times
- Stress at work is associated with a 50% excess risk of coronary heart disease, and there is consistent evidence that high job demand, low control and effort-reward imbalance are risk factors for mental and physical health problems

- Around 1.8 million people in the UK report suffering from an illness they believe was caused or made worse by work with 80% of new cases being musculoskeletal disorders or related to stress, depression or anxiety³

Key local facts and figures

- The Borough's unemployment rate for July 2013 to June 2014 was 6.7%, placing Telford and Wrekin below the regional rate (7.5%) and below the national rate (6.8%). This is the first time the Borough has fallen below the national rate since the year ending March 2009
- Youth unemployment stands at 20.9% in the 12 months to June 2014. Whilst this remains above the regional (20.5%) and the national rate (18.4%) the estimated number of unemployed 16-24 year olds (2700) is 27% less than a year previously (3,700)

- In terms of sickness absence, during 2010-12:
 - 1.9% of working days were lost due to sickness absence, which was worse than the national average of 1.6%
 - 3.5% of employees reported having at least one day off in the previous week, which was significantly worse than the national average of 2.5%
- In 2012, the gap between people with a long-term health condition and the overall employment rate was 11% points. For those people with a learning disability the gap to the overall employment rate was 67.7% points in 2013/14



2.2 What is happening in Telford & Wrekin?

The Council recognises the importance of sustainable employment on the health of individuals in the Borough. The Job Box^a offers a comprehensive package of support to help all residents and the council's workforce. Job Box includes a range of activities to support local people of all ages to find employment, including:

- **Job Junctions** - drop in sessions for employment support and guidance on local courses and training opportunities
- **Job Box Mentors** - one to one support to unemployed young people to assist them into employment
- **The National Careers Service** - confidential and impartial advice to adults on learning, training and work opportunities

Employment and training support programmes start with services to schools including: information advice and guidance, identifying and working with young people at risk of being not in employment, education or training (NEET) and a service delivering work experience expertise to schools and employers. Young people leaving school at 16 who are NEET are assigned to a member of staff to provide additional support for them. The Team also provide additional support

^a Find out more about about The Job Box at www.telfordjobbox.co.uk

to young people having issues in the transition from secondary to further education.

The Council is a sub-contractor delivering National Careers Service advice and guidance to all residents over the age of 18 years. A new team of Job Box Mentors now replicates the 1:2:1 support given to those who are NEETs to a wider age range of 20-24 year olds, given the significant unemployment issues for this age group.

All residents seeking employment and training support have access to a range of Job Box Job Junctions delivered across the Borough, delivering drop-in support and IT access. Community learning courses are delivered by the council, including: confidence building, healthy eating, cooking on a budget, parenting skills and active retirement courses as well as a number based on getting employment in local companies with vacancies. Family Learning has proved a successful way of engaging parents to support their children and develop their own skills, introducing visits to libraries for example. Impact measures from these courses show an excellent impact on an individual's wellbeing.

The Council's own workforce is supported by these services in times of restructure or redundancy as are apprentices who are coming to the end of their Apprenticeship contracts. The Education and Employment Advisory Support team work closely with employers to improve: employment success for residents with physical, mental health and

learning difficulties enabling them to find training and employment to suit their abilities and help the employer accommodate their needs.

Case Study Job Junctions

Job Junctions provide drop in sessions for information, advice and guidance on local courses and training, and employment support. This includes supporting people in developing their CVs, searching for jobs, and learning interview techniques. Job Junctions are held in a range of venues around Telford & Wrekin.

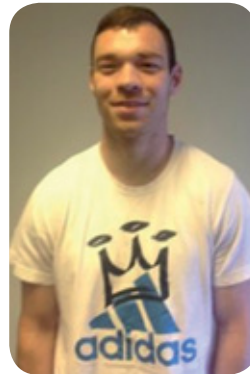


Kamaljit came to Dawley JJ in April for support with her CV and to set up a Universal Job match Account. Initially she was anxious and concerned as she had been relying on the support of her family, not claimed any benefits for some time and although reluctant she had no choice to do so.

Kamaljit had worked in the family taxi business as a driver in the past and felt she would like to pursue similar work but had no idea how to go about it. We searched online using job sites and

looked at job profiles, matching these with her skills and also completed a CV for her. By the end of the first session Kamaljit had compiled her CV and created a Universal Jobmatch account. In her words “the Job Junction was a God send”.

Over the next three weeks Kamaljit was supported to complete application forms, personal profiles and brush up on her interview skills. Kamaljit had a successful interview with National Express for the position of a Bus Driver and has been offered employment. We contacted Kamaljit to congratulate her on her success, she was over the moon and could hardly contain her excitement over securing employment.



Lee came to the Job Junction at Sutton Hill in 2013. He wanted to make a new start and set an example for his children by finding work. Lee had several qualifications and together with staff at the Job Junction, he was able to use these along with his transferable skills to compile a professional CV.

Lee spent his time outside of the Job Junctions writing and delivering speculative letters to a range of prospective employers. He was successful in getting a job at a restaurant in Madeley.

“The Job Junctions gave me the confidence I needed in my job search and helped me to recognise the skills I already had. I get a real buzz from being at work and engaging with people.”

Lee



2.3 What has been achieved?

Jobs Fair 2014



Over 4,000 people attended the first Partnership for Jobs event held at the International Centre, Telford

on 27 March 2014. There were over 100 exhibitors, including: 78 employers, 17 training providers and various Telford & Wrekin Council stands offering support to job seekers. Over a third, 37% of those attending were aged between 18 and 24 years old. Employers represented all major sectors, including: engineering, construction, hospitality, care and administration. A total of 171 job vacancies were advertised on the day and 40%, 69 of the vacancies, were filled as a direct result of the Jobs Fair.

Three new Southwater businesses Zizzi, Nandos and Cineworld also attended the event to raise their profile and showcase their up coming recruitment opportunities. As a direct result our Job Box Mentors attended recruitment days with these businesses to provide support and assistance to job seekers. The Job Box Mentors support has been greatly received by these businesses and a number of people have secured employment as a result of our support. Feedback from all who attended the Job Fair

was incredibly positive, with: 94% of exhibitors reporting that they would consider attending a similar event in future and 72% of job seekers stating that they were either very satisfied or satisfied with the event. The feedback from attendees is being used to improve the success of future Jobs Fairs, including: increasing the size of the venue, creating “Careers Zones” registration of vacancies, revising the seminar programme to improve engagement and targeting of specific groups with high unemployment levels.

The Job Box



of the approach. This pledge was made to ensure that all residents have easy access to the service. Job Junctions were re-launched under the “Job Box” brand to raise the profile and improve attendance in March 2014. ‘Job Box’ is the Council’s one-stop-shop for information and support on vacancies, training and employment within the Borough. The number of Job Junctions has now increased from 8 to 15 with new Job Junctions launched at: The Carpenter Centre in Overdale, The Hub in Newport, the Watling Centre in Arleston, St Georges & Priorslee Parish Centre and Castle Farm Community Centre in Hadley.

One of the pledges of the Council’s Youth Unemployment Programme has been to increase the number of Job Junctions, based on the success

Additional funding has been secured from the following Town & Parish Council’s to support Job Junctions in their area: Great Dawley Parish, St Georges and Priorslee Parish, Madeley Town Council (Sutton Hill and Woodside) and Brookside & Stirchley Parish.

Attendance at Job Junctions has increased impressively, with 3,405 attendances by the end of June 2014, compared to a total of 3,188 during the whole of 2013. It is hoped that if attendance continues at this level then circa 7,000 people will have attended a Job Junction by the end of 2014. Since January 2014, 135 people have been supported into employment, training or voluntary work and many of these have commented on how this has improved their feeling of well being.

Recommendations

Being in employment is good for health but equally a healthy workforce is good for employers, workers and the wider economy.

It is recommended that:

The Council should be an exemplar employer for promoting and supporting improvements in employee health and wellbeing, using an evidence based and innovative approach.

The Living Well Board, in collaboration with employers, should develop a workplace wellbeing offer within the Telford Bondholders Scheme.

Chapter Three: Being active

Access to green and open spaces, active travel and the role of leisure services

3.1 Why is it important?

Access to green and open spaces, leisure and recreational facilities and active travel opportunities impact directly and indirectly on people's physical and emotional mental health^{3, 11, 12, 13}.

Local authorities are also responsible for drawing up and implementing local transport plans. Research has shown that the major barriers for active travel are concerns for safety; the practicalities of walking and cycling such as storage, clothing and logistics of transporting bags and children etc¹⁴. In order to get people walking or cycling more, roads need to be safer, and a more pleasant environment³. More than half of all serious and fatal injuries to pedestrians occur on roads with a 30mph speed limit and those who live in the most deprived areas have a 50% greater risk of dying on the road (Kings Fund, 2013).

Local authorities have a major role promoting and delivering increased participation in sport and physical activity¹⁵.

Key local facts and figures

- Utilisation of outdoor space for exercise and health reasons - an estimated 25.1% of survey respondents report taking a visit to the natural environment for health or exercise purposes, which is better than the national average of 17.1%
- It is estimated that 70.2% of adults carry excess weight and are either overweight or obese, which is significantly worse than the national average estimate of 63.8%
- Sport England survey respondents in 2013 reported the following in terms of physical activity levels:
 - 48% classify themselves as physically active, which is significantly worse than the national average of 55.6%
 - 33.9% classify themselves as physically inactive which is significantly worse than the national average of 28.9%



3.2 What is happening in Telford & Wrekin?

Green and Open Spaces

Access to green space is a core theme of the Council's Shaping Places Development Strategy. This provides the opportunity to refresh and strengthen our sport, recreation, play and open spaces planning policies protecting and ensuring future provision.

The Council has formally protected three open spaces, Town Park Arena, Stirchley Playfields and Malinslee Playfields, by registering them through the National Fields in Trust programme. The Council also works with partners such as Parish Council's and the Shropshire Wildlife Trust to establish new Local Nature Reserves.

The Council proactively works with local communities and groups with regard to the planning, development and management of green spaces. Officers have provided advice and support to local community groups such as the Brookside Improvement Group who have

identified through the Neighbourhood Plan, a project to develop a community garden as part of the regeneration programme.

The Council supports, facilitates and engages multiple partners such as 'friends of' groups which are groups of volunteers who promote and preserve and improve their parks and open spaces for the local community. The Parks and Open spaces team provide administrative and leadership support to Greenshoots, a group of NGOs whose aims are to work together encouraging more people to benefit from the outdoors, improving open spaces, awareness and health.

The Council has worked with private and voluntary sector organisations to deliver new physical activity opportunities within the Town Park such as the weekly Parkrun, the High Ropes Course, organised cycle rides and training and establishing a new ladies rounders league.

Did you know?

- Living in close proximity and easy access to areas of green space - such as parks, woodland and other open spaces - has been associated with a decrease in health complaints, blood pressure and cholesterol, improved mental health and reduced stress levels, perceived better general health and the ability to face problems²

Active Travel

The Road Safety & Sustainable Transport Services for Businesses booklet^b has been widely distributed and provides information for businesses to support and promote sustainable travel. It publicises: Carshare Shropshire and Telford, Cycle to Work schemes, Driving to Work and Wheels 2 Work.

After successfully bidding for funding from the national Local Sustainable Travel Fund, improvements to cycle network facilities have been made to enable cyclists to travel more freely. For example, diversion of National Cycle Network route 55 utilising a disused railway line to form a car free route through to Stafford from Newport. The continuation of the route, some off-road, will provide a more accessible route to Telford Town Centre by bicycle. Along with Silkin Way and Ironbridge Way improvement schemes, active travel within the Borough has been enhanced.

The Council is currently working with (and part funding) the Travel Plan Coordinator for Shrewsbury & Telford Hospitals NHS Trust, to introduce a new travel plan with a package of sustainable travel initiatives to reduce single car occupancy. A number of sustainable travel roadshows and events have taken place at Princess Royal Hospital and the Royal Shrewsbury Hospital promoting sustainable travel, with more to come over the next 12 months.

Telford & Wrekin Council Travel Plan Coordinator is responsible for the Council's own travel plan, as well as providing advice, guidance and information to schools, developers and businesses on producing and maintaining a travel plan. Many new developments are required to produce a travel plan for their site detailing how they will reduce single occupancy car use and increase sustainable travel.

Cycle events such as Bike Week / Cycle to Work Day (4 Sept) are organised to promote cycling. Some of these are organised in partnership with local businesses and the local active Telford Bicycle Users Group^b (TBUG).

Projects to increase safety and support walking and cycling have been implemented around schools within the borough. Notable schemes include variable 20mph zones, crossing facilities and improved cycle storage to encourage car free travel, for example at Woodlands Primary School.

New residential developments, such as the 3,800 housing development in Lawley, are designed in accordance with Manual for Streets to provide low vehicle speed environments for improved safety and to additionally promote walking and cycling, local facilities such as schools, shops, and community centres, are being constructed at the heart of these developments.

^b Find out more about about Telford Bicycle Users Group at cycling@telford.gov.uk

Did you know?

- An estimated 2% of trips in the UK are made by bicycle compared to 10% in Germany, 19% in Denmark and 26% in the Netherlands¹⁶
- Nearly a quarter of car journeys in Great Britain are less than two miles (Welsh Government, 2014) and 55% of car trips in three English towns were found to be under 5km (3 miles)¹⁷

Leisure Services

By 2016 the Council will have refurbished or replaced all of its nine leisure centres, ensuring that the facilities encourage and enable participation. Accessibility to new and enhanced school sports facilities has been secured through the Co-Operative Learning Communities programme and will provide additional local physical activity opportunities.

The Council has developed a Community Asset Transfer Policy to facilitate the transfer of ownership of some playing pitches and facilities to local sports clubs to enable them to develop, grow and secure future funding.

Work was carried out in partnership with Energize STW to prioritize National Governing Bodies of different sports in Telford. The purpose was to enable the Council to work more closely with

the National Governing Bodies to ensure that investment in Telford & Wrekin is maximised and a joint approach to increasing participation.

The priority sports identified were athletics, badminton, basketball, boxing, cricket, cycling, football, swimming, tennis and table tennis. As a result of this work there have been a number of achievements. For example, work with Badminton England has led to investment in the new sports hall at Abraham Darby Sports and Leisure Centre which has become a Performance Centre for badminton. The Council has also collaborated with Badminton England to increase ways of playing across all levels of abilities through innovative programmes such as Battle Badminton, No Strings Badminton, Essentials and Smash Up. In 2013, the Community Badminton Network was set up with local voluntary sports clubs and other key partners such as colleges.

Leisure Services deliver a range of targeted interventions to encourage participation and help address health inequalities. Examples include, Health Trainers, Tackle Your Health and the Fit 4 Life Referral Scheme. The Council also retains a Leisure Concessions Policy providing free or discounted access to facilities and offers free swimming for residents under 16s.

Leisure Services have invested in specialist training and equipment to support disabled users and residents with health conditions to become more physically active. Examples include the

'I Can Too' disability sports programme and specialist support for cardiac rehabilitation, cancer rehabilitation, obesity & diabetes and mental health. The service provides 21 supervised sessions per week and receives approximately 200 referrals per year. The I Can Too programme has been providing Physical Activity Opportunities for Disabled Children and respite for their carers for over four years.

The Council's Annual Active Lifestyle Awards celebrate and showcase sport and physical activity participation across the Borough recognising participation and contributions at all levels.

Did you know?

- Participating in sporting activities results in increased attendance and attainment in schools and also strengthen social networks and community identity¹⁸
- Physical activity, including sport, is linked to reduced risk of over twenty illnesses including cardiovascular disease and some cancers, depression, anxiety, psychological distress¹⁸

3.3 What has been achieved?

- The regeneration of the Town Park, through the five year 'Parks for People' funding programme, an initiative between the Heritage Lottery Fund and Big Lottery that started in January 2011, is bringing significant physical improvements to the park (including to pedestrian and cycle routes) to improve access to the park, and together with ongoing improvements to park events, activities, training and volunteering opportunities, and enhanced management and maintenance, the attractiveness of the park as a health and leisure destination is significantly increasing.
- Through the Parks 4 People Programme the Council has enhanced the Telford Town Park infrastructure, including the creation of dedicated 'Nature' and 'History' walking trails and improved cycle and walkways encouraging physical activity, enhanced recreational opportunities and healthy travel routes to employment and the Town Centre. Other improvements include the 12 hole adventure golf course, water play facility, sensory garden and inclusive play area. All of which enhance the attraction and range of physical activity and recreational opportunities within the Town Park.
- Over 300 employees have participated in the Telford & Wrekin Council Cycle to Work Scheme since it began 2011. This salary sacrifice scheme allows employees to purchase a bike for commuting to work. The scheme is also promoted to local businesses.

Adult cycle coaching has also taken place for colleges, businesses and private individuals.

- Bikeability Cycle Training has been delivered and since 2009 almost 4000 school children have been trained through this cycle training programme.
- Pedestrian training, 'Park and Stride' and 'Walking Bus' programmes assist with safer and active travel for school pupils. In excess of 200 pupils daily walk to school on a successful walking bus at one school.
- Various events have taken place, some in partnership with local businesses, to promote cycling. Notable events are 'Tour de Telford', 'Breeze' & 'Family Rides', Town Park & school based road shows and 'Cycle to Work' day.
- Tennis provides a good example of how the Council is trying to stimulate interest by developing a cohesive approach to our facilities and development programmes, including the parks and open spaces. The opening of Telford Tennis Centre has been a great catalyst for increasing participation in physical activity. In 2013/14 the Tennis Centre alone attracted over 75,000 community visits. There has also been complementary investment into the freely accessible community tennis facilities at Hartshill, Bowring and Dawley Parks, including resurfacing and floodlighting (Hartshill and Bowring), providing facilities for Telford Community Tennis Club and the wider community. An extensive community coaching

programme is provided through First Point who deliver sessions within the parks and also the Tennis Centre. It is hoped that such an approach will encourage new and lifelong participation within the sport.

- An example of a targeted programme is 'Tackle your Health,' which aims to raise awareness of health issues, improve the wellbeing of men aged 30-74 and get 'hard to reach,' inactive men, living or working in Telford, back into sport and physical activity. Participants have an initial 1:1 health check and receive support/advice on ways to get active and lead healthier lifestyles. To date 273 health checks and 3833 activity attendances have been undertaken. Improvements made by clients include increased activity, weight loss, better diet, reduced smoking and reduced blood pressure levels.



Case Study Tackle Your Health



Trevor Bridgewater (aged 56)

Why did you join Tackle Your Health?

I decided to join Tackle Your Health for a few reasons. The main one was to lose weight because of the pain in my hips and back and I felt if I lost some weight it would help with reducing the pain because if I was lighter it would be kinder on my joints. I also wanted to have help and support to educate myself to be able to live a healthier lifestyle. Also after having a heart attack a few years ago I was advised by my doctor to lose weight but I have had problems in trying to lose any and to keep it off.

How did you join Tackle Your Health?

I found out about Tackle Your Health while attending a match at AFC Telford United. I was

approached by Tackle Your Health staff about the Drop a Shirt size campaign and was definitely interested. I left my name and number and was then contacted the following week to attend my first appointment.

What have you achieved since joining Tackle Your Health?

I have lost 8kg since I've started which I'm really pleased with. I've now learned to eat sensibly by reducing my portion size but still eating normally and eat at regular times which is something that I never used to do. I have cut out the unnecessary snacks that I used to eat after my main meals and late at night. The one thing that has surprised me is how easy the weight has come off by just making a few simple changes. I've always tried to lose weight before cutting out the things I like and trying not eat much so I always felt hungry. I now understand why this doesn't work. I have also won myself a Telford United shirt because I've lost over 5% of my body weight which I never thought I'd do!

Would you recommend 'Tackle your Health' to other men? And Why?

I would recommend Tackle Your Health to anyone as it has helped me so much. I know I would never of lost the weight on my own.

Maintaining change and future progress with/without Tackle Your Health?

I now feel confident that I can still keep losing the weight to get to my goal of under 13 stone with the help of Tackle Your Health. I'm also sure that

I will be able to keep the weight off and maintain this weight as I have learned how to eat sensibly and only to eat what I actually need and not just what I want! The support I have received from Chris has really helped because he gave me simple, clear goals and I found them easy to achieve. Having a regular appointment with him to weigh myself really gave me something to focus on as well and it really did help.



Case Study Walking Bus

A key element of the 'Low Carbon Life Skills' of the Local Sustainable Transport Fund Component Bid is to further develop a change of travel culture in Telford and Wrekin away from the dominance of the car and towards sustainable travel options. The walking bus scheme in Telford and Wrekin has been developed to encourage and promote sustainable travel choices in young people that has the potential to influence travel behaviour into adulthood. Walking buses help tackle congestion, reduce carbon emissions and improve pupils' health and safety.

Many of the Borough's schools are located within residential areas, yet around a fifth of pupils who live within a mile of their school travel there by car. A number of concerns have arisen about the detrimental effect that car travel can have on a child's development; these include the failure to develop pedestrian skills, higher carbon emissions within the school zone and the risk to children's health caused by a lack of regular exercise.

A key local priority is the encouragement of healthy and positive lifestyles; the walking bus initiative plays a key role in delivering this priority. Children who lead healthy lifestyles are more likely to carry this forward into adulthood. The walking bus scheme also links in well with other 'Low Carbon Life Skills' initiatives such as pedestrian training and the 'Safer Routes to School' projects. Children are significant users of sustainable travel networks and ensuring they have

the skills and the confidence to travel by low carbon modes will help create safer and less congested environments outside schools. Older pupils who are passengers on the Walking Bus may also have been involved with pedestrian training programmes. Combining such schemes has proved successful when establishing a walking bus.

A risk assessment is carried out to determine the suitability of a walking bus route, in some instances route improvements are carried out. Training is arranged for every walking bus volunteer and everyone who walks on one of the buses is required to wear a high-visibility vest.

All high-visibility equipment, including passenger waistcoats, adult waistcoats, adult winter coats and adult umbrella are provided by Telford & Wrekin Council; these are currently purchased using funding secured through the Government's Local Sustainable Transport Fund (LSTF).

Telford & Wrekin Council offers advice, guidance and support to schools wishing to establish a walking bus. On launch, a promotional assembly takes place and to ensure success and sustainability ongoing support is available. Incentive materials, again purchased using the LSTF funding, are available and are used to increase up take.

- Twelve schools have successful walking buses
- Approximately 265 children in Telford and Wrekin regularly walk to school on a walking bus
- There are approximately 64 adult walking bus conductors, the vast majority of these are parent volunteers.



Recommendation

Levels of excess weight and physical inactivity are high within the borough. It is recognised that the physical infrastructure of the borough is an influence on people's ability to take everyday exercise and make healthier choices.

It is recommended that:

The Council should work with wider partners to ensure that the universal offer for physical activity and also the targeted work to address health inequalities provides opportunities comprehensively across the life course.

The Public Health team should work with the Development, Business and Employment team to develop specific policies which support the creation of healthy environments, for example, controlling the number of new fast food outlets within local centres and near schools, in the Shaping Places Development Strategy.

Chapter Four: Strong communities, wellbeing and resilience

4.1 Why is it important?

Most people's individual wellbeing is influenced by the community in which they live. People live in their communities as individuals and as part of their families, connecting with friends and often travelling outside their local areas to work, study or socialise. Geographic communities are fluid with people moving and settling sometimes often, so a level of change is inevitable. It is important that people feel healthy and safe, are able to participate in their community and can access support and services in the neighbourhood. Residents' sense of wellbeing is influenced by the interaction with their immediate environment, which in turn influences the characteristics of their neighbourhood¹⁹.

There is a growing recognition that although community needs in disadvantaged areas are complex and inter-related, developing community 'assets' can significantly improve health and strengthen resilience to health problems in these communities³. Social capital is the pattern and intensity of networks between people and the shared values those networks develop, with greater interactions comes a greater sense of community spirit.

Definitions of social capital vary, but the main aspects include citizenship, 'neighbourliness', social networks and civic participation²⁰.

People who report higher levels of wellbeing tend to be more involved in social and civic life, are more likely to behave in environmentally responsible ways, have better family and social relationships at home and are more productive at work. The Five Ways to Wellbeing is a set of messages aimed at improving mental wellbeing. They were developed by the New Economics Foundation as a result of the Foresight Report on Mental Capital and Wellbeing. These messages include: Connect, Be Active, Take Notice, Keep Learning and Give.

Did you know?

- Low levels of social integration, and loneliness, significantly increases mortality.
- Communities with less community or social capital differ from stronger communities in many ways² for example:
 - There is less volunteering in neighbourhoods that are perceived to be less safe, and less socialising and less trust in others.
 - In many communities facing multiple deprivation, stress, isolation and depression are all too common.
 - Residents of busy streets have less than one quarter the number of local friends than those living on similar streets with little traffic.
 - The most powerful sources of stress are low status and lacking social networks, particularly for parents with young children.

Five ways
to wellbeing

Connect...

Connect with the people around you. With family, friends, colleagues and neighbours. At home, work, school or in your local community. Think of these as the cornerstones of your life and invest time in developing them. Building these connections will support and enrich you every day.

Five ways
to wellbeing

Be active...

Go for a walk or run. Step outside. Cycle. Play a game. Garden. Dance. Exercising makes you feel good. Most importantly, discover a physical activity you enjoy and one that suits your level of mobility and fitness.

Five ways
to wellbeing

Take notice...

Be curious. Catch sight of the beautiful. Remark on the unusual. Notice the changing seasons. Savour the moment, whether you are walking to work, eating lunch or talking to friends. Be aware of the world around you and what you are feeling. Reflecting on your experiences will help you appreciate what matters to you.

Five ways
to wellbeing

Keep learning...

Try something new. Rediscover an old interest. Sign up for that course. Take on a different responsibility at work. Fix a bike. Learn to play an instrument or how to cook your favourite food. Set a challenge you will enjoy achieving. Learning new things will make you more confident as well as being fun.

Five ways
to wellbeing

Give...

Do something nice for a friend, or a stranger. Thank someone. Smile. Volunteer your time. Join a community group. Look out, as well as in. Seeing yourself, and your happiness, linked to the wider community can be incredibly rewarding and creates connections with the people around you.

Key local Facts and Figures

- 39.9% of adult social care users felt they had as much social contact as they would like in 2012/13, compared to the national average of 43.2%
- 44% of adult carers felt they had as much social contact as they would like in 2012/13, which is better than the national average of 41.3%
- In terms of self reported wellbeing in 2012/13:
 - 4.7% of survey respondents reported feeling their life is less worthwhile
 - 11.9% of survey respondents reported feel less happy yesterday
 - 20.1% of survey respondents reported feeling more anxious than yesterday
- Rate of domestic abuse incidents reported to the police in 2012/13, 15.9 per 1,000 population was lower than the national average of 18.8 per 1,000

Source: Reproduced from the New Economics Foundation publication under the Creative Commons license: <http://www.neweconomics.org/publications/entry/five-ways-to-well-being-postcards>

4.2 What is happening in Telford and Wrekin?

Volunteering

The active involvement of residents is key to delivering the Co-operative Council vision. Volunteering is an important strand of active involvement and it is supported by the Council through a number of different routes, including commissioning voluntary sector organisations, supported by volunteers to deliver a number of services. The Council also directly benefits from a number of volunteering schemes based within council services, such as: libraries, environmental services and within our children and family locality services. Some of these have already been referred to in this report. It is recognised that volunteering brings benefits to both the individuals who volunteer in relation to building confidence, developing skills and building social networks and also to the organisation supported by volunteers.

The Council's volunteer policy and handbook were updated in 2012 and the volunteering programme is now developing further to ensure there is Council-wide model for volunteering which will ensure that we have a consistent approach to the recruitment, coordination and supervision of volunteers. As part of this work a 'toolkit' is being developed to enable a wider number of our services to harness the resources of local volunteers. The Council will also look at innovative ways to recognise the

contribution volunteers make to their communities. There has been an increase in the number of residents who want to volunteer and with this approach the Council will be in a position to respond to this increasing demand, whilst providing a quality volunteering opportunity.

Telford & Wrekin is one of seven local authorities taking part in the national Cities of Service pilot project which has supported the development of two new volunteering schemes. The Let's Grow scheme, funded through the Public Health Grant, involves volunteers supporting residents in our six most deprived communities to grow, cook and eat more fruit and vegetables. An evaluation framework is being put in place to capture the benefits of the project to both the volunteers and the recipients in terms of their improved health and wellbeing. Learning from these two projects will be used to develop two further volunteering projects to support our priority outcomes within Adult and Children's Services.

Social Regeneration Target Areas

The Council is also developing a programme of social regeneration across six 'Target Areas', identified due to the inequalities in outcomes within these communities compared to the rest of the Borough. This programme is taking an 'asset-based' approach through community capacity building and the involvement of local people to celebrate their communities and develop new solutions to longstanding issues. Local

Engagement Boards have been established in these six areas to help to empower local people be more involved in making decisions for their local area. These groups involve residents, members of the public, voluntary and private sector organisations working together to improve outcomes within their communities.

Ward Cooperative Funds

During 2014/15 Public Health Grant funding has been used to sponsor the delivery of the Ward Cooperative Fund and to promote the Five Ways to Wellbeing programme. This fund involves local Ward Members allocating £2,000 each to projects and groups within their Ward. The aim is to support projects contributing to the Five Ways to Wellbeing, with successful stories from individuals being promoted through Five Ways Telford.

Five Ways Telford

The Five Ways Telford blog is based upon stories of people living in Telford and Wrekin and how well they feel having taken some of the positive 'Five Ways to Wellbeing'. Some of these stories have been included in this report but there are many more on Five Ways Telford.

<http://fivewaystelford.wordpress.com/>

4.3 What has been achieved?

Brookside Improvement Group

Brookside estate was identified as one of the Council's Co-operative pilot areas three years ago and the area has undergone a programme of physical and social regeneration. The Council has invested in the refurbishment of the local community centre and put forward Brookside to receive funding through the Lottery's Big Local programme.

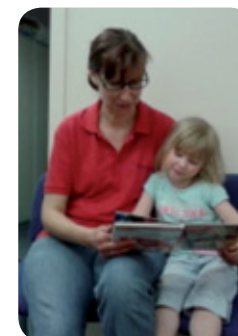
Brookside Improvement Group (BIG) is a group of residents who came together to improve their local area. This group have been integral to the regeneration of Brookside and are taking a lead in developing the management of the £1m lottery funding that will come into the area over during the next eight years. The group has developed considerably over the past few years, with support through the Community Organisers programme and community development staff from within Telford and Wrekin Council. Members of the group have been supported to develop a Community Interest Company (CIC), which has been involved in developing a number of projects including 'Telford Bikes' and the 'Take 5 Cafe'.

Prior to the community centre being closed for refurbishment volunteers, with the support of a paid member of staff employed through the CIC, ran the cafe within the community centre. This helped to develop the skills and confidence of the

volunteers whilst encouraging more local people to access the community centre and the range of services and courses delivered from the centre. Residents have been involved in planning the redevelopment of the community centre which will involve the local youth facility being co-located into the centre. Discussions are currently underway with the CIC about them taking over the refurbished cafe when the centre re-opens in early 2015. The learning from the Brookside pilot has been used to develop our approach to social regeneration within the other five target areas within the Borough.



Case Study Becoming a volunteer HENRY Parent Champion



I joined a HENRY course because I was unsure how to apply healthy eating principles to my children. Breast feeding worked to its own schedule and portion size - I just followed baby's cues. But after that I really didn't know how to feed my children healthily.

Making sense of all the advertising and advice you are given as a parent was a nightmare. Any help was welcome. I needed some sound guidance rather than just my instinct to feel confident that I was doing the right thing. I also wanted more unbiased information to help resolve differences of opinion - in particular with excessive portion sizes given by the kids' grandparents. I learnt so much! It was exactly what I needed and more.

In particular I learned to treat healthy snacks as a valid part of daily food intake and not as a stop gap or treat. I learnt about portion size and decided to start using smaller plates at home. Not using food as a reward or for bargaining, was quite tricky to begin with, but was ultimately a really beneficial change for us all. The parenting aspects

of the course really hit home too – family rewards, sticker charts, lots of praise, descriptive guidance and so on. Having these all presented in a clear way, with practical examples and group discussion gave me confidence in these ideas, some of which I was beginning to use at home already.

I have seen so many positive changes in my life! Mealtimes are more peaceful and civilized. I sit with the children at the table and we all have dinner together. The small plates suit the children better. There seems to be less food waste and they are eating to their appetite, rather than over-riding it. I realised that I was deeply rooted in the ‘finish your dinner’ mentality. It’s the same for snacking between meals which I always thought was bad – but actually is healthy with the right foods. I would also always end up eating sweets just because they were available. I realized these habits around food were actually not the healthiest thing for me, and I certainly didn’t want that for my children. I now know how to prevent my children developing these habits. I also avoid processed foods much more now than I did before.

The children’s behaviour has improved a lot. We listen more, and keep our calm. Using guided choices rather than clash of opinions has helped our children understand why a certain action is needed. I’m now able to challenge my parents on how they feed my children – I’ve definitely noticed that they ask me my opinion and second-guess my judgement less than before.

I’m now supporting other families with young children as a HENRY Parent Champion. I am running a playgroup jointly with another Mum who also completed the HENRY course. The group already promotes healthy eating and positive parenting through the activities provided encouraging parents to be positive healthy role models. We plan to have a monthly HENRY activity within the group and we’re publicising local events including HENRY courses and organized walks.

I’m so glad to have got involved with HENRY. In addition to the lifestyle information, I have made new friends and am enjoying the experience and challenge of volunteering. When my youngest starts school, I know that I will have the confidence to get back into work after seven years of being a full-time mum. I’m not sure I would have done without HENRY.

Recommendation

It is recommended that:

The Council, partners and communities recognise the valuable contribution volunteering can make to volunteers themselves and to others and support the development of more volunteering opportunities.

The Council, partners and communities use the ‘5 Ways Telford’ social media blog to cascade ‘people like us’ stories to inspire others to take simple steps to feel well, be more positive and get more from life.

Chapter Five: Public Health Outcomes Framework

The National PHOF
Overarching Vision:
To improve and protect the nation's health and wellbeing and improve the health of the poorest fastest

Outcome measure 1: Increased healthy life expectancy, i.e. taking account of the health quality as well as the length of life.

Outcome measure 2: Reduced differences in life expectancy and healthy life expectancy between communities (through greater improvements in more disadvantaged communities).

The RAG rating in the following tables is based on the statistical significance comparison between Telford and Wrekin and the national average for England as calculated and presented by Public Health England (PHE) in the PHOF release November 2014. Indicators without RAG ratings are those where PHE have not applied statistical comparisons. www.phoutcomes.info

Key to RAG rating

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Overarching health Indicators				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
0.1i	Healthy life expectancy at birth (Male)	60.0	63.4	2010 - 12
0.1i	Healthy life expectancy at birth (Female)	58.7	64.1	2010 - 12
0.1ii	Life Expectancy at birth (Male)	77.9	79.2	2010 - 12
0.1ii	Life Expectancy at birth (Female)	81.6	83.0	2010 - 12
0.1ii	Life Expectancy at 65 (Male)	17.7	18.6	2010 - 12
0.1ii	Life Expectancy at 65 (Female)	20.2	21.1	2010 - 12
0.2iii	Slope index of inequality in life expectancy at birth within English LAs (provisional) (Male)	6.7	-	2010 - 12
0.2iii	Slope index of inequality in life expectancy at birth within English LAs (provisional) (Female)	2.5	-	2010 - 12
0.2iv	Gap in life expectancy at birth between each local authority and England as a whole (Male)	-1.3	0	2010 - 12
0.2iv	Gap in life expectancy at birth between each local authority and England as a whole (Female)	-1.4	0	2010 - 12

Wider Determinants of Health				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
1.01i	Percentage of all dependent children under 20 in relative poverty (living in households where income is less than 60 per cent of median household income before housing costs)	24.1	20.1	2011
1.01ii	Children in poverty	25.1	20.6	2011
1.02i	School Readiness: All children achieving a good level of development at the end of reception as a percentage of all eligible children ^c	45.1	51.7	2012/13
1.02i	School Readiness: All children achieving a good level of development at the end of reception as a percentage of all eligible children by free school meal status ^c	30.6	36.2	2012/13
1.02ii	School Readiness: Year 1 pupils achieving the expected level in the phonics screening check as a percentage of all eligible pupils ^c	67.0	69.1	2012/13
1.02ii	School Readiness: The percentage of Year 1 pupils with free school meal status achieving the expected level in the phonics screening check ^c	54.7	55.8	2012/13
1.03	Pupil absence	4.97	5.26	2012/13
1.04	First time entrants to the youth justice system	498	441	2013
1.05	16-18 year olds not in education employment or training	8.8	5.3	2013
1.06i	Adults with a learning disability who live in stable and appropriate accommodation	63.9	73.5	2012/13
1.06i	Adults with a learning disability who live in stable and appropriate accommodation (Male)	61.0	73.2	2012/13
1.06i	Adults with a learning disability who live in stable and appropriate accommodation (Female)	68.2	74.0	2012/13
1.06ii	% of adults (age 18-69) who are receiving secondary mental health services on the Care Programme Approach recorded as living independently, with or without support.	76.0	58.5	2012/13
1.06ii	% of adults (age 18-69) who are receiving secondary mental health services on the Care Programme Approach recorded as living independently, with or without support (Male)	73.5	57.3	2012/13
1.06ii	% of adults (age 18-69) who are receiving secondary mental health services on the Care Programme Approach recorded as living independently, with or without support (Female)	78.5	59.8	2012/13
1.08i	Gap in the employment rate between those with a long-term health condition and the overall employment rate	11.0	7.1	2012
1.08ii	Gap in the employment rate between those with a learning disability and the overall employment rate	67.7	65.1	2013/14

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

^c NB 2013/14 data for School Readiness are reported on page 14 of this report, these figures were not updated in the PHOF release of 4 November 2014

Wider Determinants of Health <i>continued</i>				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
1.08iii	The percentage point gap between the percentage of working age adults who are receiving secondary mental health services and who are on the Care Programme Approach recorded as being employed (aged 18 to 69) and the percentage of all respondents in the Labour Force Survey classed as employed (aged 16 to 64)	58.6	62.3	2012/13
1.09i	Sickness absence - the percentage of employees who had at least one day off in the previous week	3.5	2.5	2010 - 12
1.09ii	Sickness absence - The percent of working days lost due to sickness absence	1.9	1.6	2010 - 12
1.10	Killed and seriously injured casualties on England's roads	22.7	39.7	2011 - 13
1.11	Rate of domestic abuse incidents reported to the police, per 1,000 population	15.9	18.8	2012/13
1.12i	Age-standardised rate of emergency hospital admissions for violence per 100,000 population	39.3	57.6	2010/11 - 12/13
1.12ii	Violent crime (including sexual violence) - violence offences	10.4	11.1	2013/14
1.12iii	Rate of sexual offences based on police recorded crime data per 1,000 population	1.3	1.0	2013/14
1.13i	The percentage of offenders who re-offend from a rolling 12 month cohort	24.4	26.9	2011
1.13ii	The average number of re-offences committed per offender from a rolling 12 month cohort	0.65	0.8	2011
1.14i	The percentage of the population affected by noise - Number of complaints about noise	5.1	7.5	2012/13
1.14ii	The percentage of the population exposed to road, rail and air transport noise of 65dB(A) or more, during the daytime	0.8	5.2	2011
1.14iii	The percentage of the population exposed to road, rail and air transport noise of 55 dB(A) or more during the night-time	2.0	8.0	2011
1.15i	Statutory homelessness - homelessness acceptances	1.8	2.3	2013/14
1.15ii	Statutory homelessness - households in temporary accommodation	0.8	2.6	2013/14
1.16	Utilisation of outdoor space for exercise/health reasons	25.1	17.1	Mar 2013 - Feb 2014
1.17	Fuel Poverty	11.0	10.4	2012
1.18i	Loneliness and isolation in adult social care users	39.9	43.2	2012/13
1.18ii	Loneliness and isolation in adult carers	44	41.3	2012/13

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Health Improvement				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
2.01	Percentage of all live births at term with low birth weight	2.8	2.8	2012
2.02i	Breastfeeding initiation	67.4	73.9	2013/14
2.02ii	Breastfeeding prevalence at 6-8 weeks	33.9	47.2	2013/14
2.03	Smoking at time of delivery (% of maternities)	22.4	12.0	2013/14
2.04	Teenage conception rate	36.8	27.7	2012
2.04	Teenage conceptions (under 16)	8.4	5.6	2012
2.06i	Percentage of children aged 4-5 classified as overweight or obese	24.2	22.2	2012/13
2.06ii	Percentage of children aged 10-11 classified as overweight or obese	35.0	33.3	2012/13
2.07i	Rate of emergency admissions caused by unintentional and deliberate injuries in children aged 0-14 years	113.8	103.8	2012/13
2.07i	Rate of emergency admissions caused by unintentional and deliberate injuries in children aged 0-4 years	146.5	134.7	2012/13
2.07ii	Rate of emergency admissions caused by unintentional and deliberate injuries in young people aged 15-24 years	140.2	130.7	2012/13
2.08	Emotional well-being of looked after children	14.1	14.0	2012/13
2.12	Excess weight in adults	70.2	63.8	2012
2.13i	Percentage of physically active and inactive adults - active adults	48.1	55.6	2013
2.13ii	Percentage of active and inactive adults - inactive adults	33.9	28.9	2013
2.14	Smoking prevalence (adults)	21.0	18.4	2013
2.14	Smoking prevalence (Adults - Routine and Manual workers)	28.2	29.7	2012
2.15i	Successful completion of drug treatment - opiate	8.2	7.8	2013
2.15ii	Successful completion of drug treatment - non opiate	42.0	37.7	2013
2.16	People entering prison with substance dependence issues who are previously not known to community treatment	42.2	46.9	2012/13

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Health Improvement <i>continued</i>				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
2.17	Recorded diabetes	6.3	6.0	2012/13
2.18	Alcohol related admissions to hospital (Persons)	633	637	2012/13
2.18	Alcohol related admissions to hospital (Male)	804	829	2012/13
2.18	Alcohol related admissions to hospital (Female)	477	465	2012/13
2.19	Cancer diagnosis at early stage (Experimental Statistics)	*	41.6	2012
2.20i	Cancer screening coverage - breast cancer	79.8	75.9	2014
2.20ii	Cancer screening coverage - cervical cancer	73.9	74.2	2014
2.21vii	Access to non-cancer screening programmes - diabetic retinopathy	85.0	79.1	2012/13
2.22iii	Cumulative % of eligible population aged 40-74 offered an NHS Health Check in 5yr period	21.4	18.5	2013/14
2.22iv	Cumulative % of eligible population aged 40-74 offered an NHS Health Check who received an NHS Health Check in 5yr period	38.7	49.0	2013/14
2.22v	Cumulative % of eligible population aged 40-74 who received an NHS Health Check in 5yr period	8.3	9.0	2013/14
2.23i	Percentage of respondents less satisfied with life	-	5.8	2012/13
2.23ii	Percentage of respondents feeling their life is less worthwhile	4.7	4.4	2012/13
2.23iii	Percentage of respondents feeling less happy yesterday	11.9	10.4	2012/13
2.23iv	Percentage of respondents feeling more anxious yesterday	20.1	21.0	2012/13
2.24i	Injuries due to falls in people aged 65 and over (persons)	1489	2011	2012/13
2.24i	Injuries due to falls in people aged 65 and over (males)	1129	1602	2012/13
2.24i	Injuries due to falls in people aged 65 and over (females)	1849	2420	2012/13
2.24ii	Injuries due to falls in people aged 65 and over - aged 65-79	732	975	2012/13
2.24iii	Injuries due to falls in people aged 65 and over - aged 80+	3686	5015	2012/13

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Health Protection				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
3.01	Fraction of mortality attributable to particulate air pollution	4.4	5.1	2012
3.02i	Chlamydia diagnoses (15-24 year olds)	2438	2092	2011
3.02ii	Chlamydia diagnoses (15-24 year olds) - CTAD (females)	2477	2634	2013
3.02ii	Chlamydia diagnoses (15-24 year olds) - CTAD (males)	1008	1387	2013
3.02ii	Chlamydia diagnoses (15-24 year olds) - CTAD (persons)	1719	2016	2013
3.03i	Hepatitis B (12 Months)	-	-	2012/13
3.03i	Hepatitis B (24 Months)	-	-	2012/13
3.03iii	Dtap/IPV/Hib vaccination (12 Months)	97.9	94.7	2012/13
3.03iii	Dtap/IPV/Hib vaccination (24 Months)	97.7	96.3	2012/13
3.03iv	MenC vaccination coverage	97.2	93.9	2012/13
3.03v	PCV vaccination coverage	97.3	94.4	2012/13
3.03vi	Hib/MenC booster vaccination coverage (2 years)	95.8	92.7	2012/13
3.03vi	Hib/MenC booster vaccination coverage (5 years)	96.6	91.5	2012/13
3.03vii	PCV booster vaccination coverage	96.0	92.5	2012/13
3.03viii	MMR vaccination coverage (2 years)	96.3	92.3	2012/13
3.03ix	MMR vaccination coverage one dose (5 years)	97.0	93.9	2012/13
3.03x	MMR vaccination coverage two doses (5 years)	94.9	87.7	2012/13
3.03xii	HPV vaccination coverage	91.3	86.1	2012/13
3.03xiii	PPV vaccination coverage	66.5	69.1	2012/13
3.03xiv	Flu vaccination coverage (over 65s)	73.5	73.4	2012/13
3.03xv	Flu vaccination coverage (at risk individuals)	55.3	51.3	2012/13
3.04	People presenting with HIV at a late stage of infection	42.9	48.3	2010 – 12
3.05ii	Incidence of TB	6	15.1	2010 – 12
3.06	Public sector organisations with a board approved sustainable development management plan	50.0	41.6	2013/14

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Healthcare and Premature Mortality				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
4.01	Infant mortality	5.5	4.1	2010 – 12
4.02	Tooth decay in children aged 5	0.76	0.94	2011/12
4.03	Mortality rate from causes considered preventable - Persons	202.3	183.9	2011 - 13
4.03	Mortality rate from causes considered preventable –Males	261.2	233.1	2011 - 13
4.03	Mortality rate from causes considered preventable – Females	147.3	138.0	2011 - 13
4.04i	U-75 mortality rate from all cardiovascular disease - Persons	87.4	78.2	2011 - 13
4.04i	U-75 mortality rate from all cardiovascular disease – Males	121.3	109.5	2011 - 13
4.04i	U-75 mortality rate from all cardiovascular disease - Females	55.1	48.6	2011 - 13
4.04ii	U-75 mortality rate from all cardiovascular disease considered preventable - Persons	55.4	50.9	2011 - 13
4.04ii	U-75 mortality rate from all cardiovascular disease considered preventable – Males	87.8	76.7	2011 - 13
4.04ii	U-75 mortality rate from all cardiovascular disease considered preventable – Females	24.5	26.5	2011 - 13
4.05i	U-75 mortality rate from cancer - Persons	163.9	144.4	2011 - 13
4.05i	U-75 mortality rate from cancer - Males	176.0	160.9	2011 - 13
4.05i	U-75 mortality rate from cancer – Females	152.7	129.2	2011 - 13
4.05ii	U-75 mortality rate from cancer considered preventable - Persons	94.8	83.8	2011 - 13
4.05ii	U-75 mortality rate from cancer considered preventable – Males	102.7	91.3	2011 - 13
4.05ii	U-75 mortality rate from cancer considered preventable - Females	87.7	76.9	2011 - 13
4.06i	U-75 mortality rate from liver disease - Persons	23.0	17.9	2011 - 13
4.06i	U-75 mortality rate from liver disease – Males	29.8	23.6	2011 - 13
4.06i	U-75 mortality rate from liver disease - Females	16.7	12.5	2011 - 13
4.06ii	U-75 mortality rate from liver disease considered preventable - Persons	20.7	15.7	2011 - 13
4.06ii	U-75 mortality rate from liver disease considered preventable - Males	28.3	21.1	2011 - 13

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Healthcare and Premature Mortality *continued*

Ref.	Indicator	Telford and Wrekin average	England average	Time period
4.06ii	U-75 mortality rate from liver disease considered preventable - Females	13.4	10.5	2011 - 13
4.07i	U-75 mortality rate from respiratory disease - Persons	36.1	33.2	2011 - 13
4.07i	U-75 mortality rate from respiratory disease – Males	40.9	39.1	2011 - 13
4.07i	U-75 mortality rate from respiratory disease - Females	31.4	27.6	2011 - 13
4.07ii	U-75 mortality rate from respiratory disease considered preventable - Persons	21.3	17.9	2011 - 13
4.07ii	U-75 mortality rate from respiratory disease considered preventable - Males	23.6	20.4	2011 - 13
4.07ii	U-75 mortality rate from respiratory disease considered preventable - Females	19.2	15.5	2011 - 13
4.08	Mortality rate from communicable diseases - Persons	62.7	62.2	2011 - 13
4.08	Mortality rate from communicable diseases – Males	77.8	72.1	2011 - 13
4.08	Mortality rate from communicable diseases – Females	56.6	56.2	2011 - 13
4.09	Excess under 75 mortality in adults with serious mental illness	398.2	337.4	2011/12
4.10	Suicide rate - Persons	10.2	8.8	2011-13
4.10	Suicide rate - Males	15.3	13.8	2011 - 13
4.10	Suicide rate - Females	-	4.0	2011 - 13
4.11	Emergency readmissions within 30 days of discharge from hospital (persons)	11.5	11.8	2011/12
4.11	Emergency readmissions within 30 days of discharge from hospital (males)	11.6	12.1	2011/12
4.11	Emergency readmissions within 30 days of discharge from hospital (females)	11.3	11.5	2011/12
4.12i	Preventable sight loss - age related macular degeneration (AMD)	78.6	104.4	2012/13
4.12ii	Preventable sight loss - glaucoma	9.8	12.5	2012/13
4.12iii	Preventable sight loss - diabetic eye disease	6.3	3.5	2012/13
4.12iv	Preventable sight loss - sight loss certifications	37.6	42.3	2012/13
4.13	Average health status score for adults aged 65 and over	0.667	0.726	2012/13

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

Healthcare and Premature Mortality <i>continued</i>				
Ref.	Indicator	Telford and Wrekin average	England average	Time period
4.14i	Hip fractures in people aged 65 and over	671.0	568.1	2012/13
4.14ii	Hip fractures in people aged 65 and over - aged 65-79	273.3	237.3	2012/13
4.14iii	Hip fractures in people aged 65 and over - aged 80+	1824	1528	2012/13
4.15i	Excess Winter Deaths Index (single year, all ages)	8.8	16.1	8/2011 - 7/2012
4.15ii	Excess Winter Deaths Index (single year, age 85+)	11.6	22.9	8/2011 - 7/2012
4.15iii	Excess Winter Deaths Index (three years aggregated, all ages)	15.4	16.5	8/2009-7/2012
4.15iv	Excess Winter Deaths Index (three years aggregated, age 85+)	17.4	22.6	8/2009-7/2012

RED:
Telford & Wrekin position statistically significantly worse than the England average

AMBER:
Telford & Wrekin position statistically significantly similar to the England average

GREEN:
Telford & Wrekin position statistically significantly better than the England average

References

- 1 Department of Health (2014)**
Giving all children a healthy start in life available at: <https://www.gov.uk/government/policies/giving-all-children-a-healthy-start-in-life>
- 2 The Marmot Review (2010)**
Fair Society, Healthy Lives Available at: <http://www.instituteofhealthequity.org/projects/fair-society-healthy-lives-the-marmot-review>
- 3 The King's Fund (2013)**
Improving the public's health. A resource for local authorities <http://www.kingsfund.org.uk/publications/improving-publics-health>
- 4 World Health Organisation (2008)**
Closing the gap in generation: Health equity through action on the social determinants of health Geneva: WHO
- 5 National Institute for Clinical and Health Excellence (2008)**
Social and Emotional Wellbeing in Primary Education Available at: <https://www.nice.org.uk/Guidance/PH12>
- 6 National Institute for Clinical and Health Excellence (2012)**
Local Government Briefing 2: Workplace Health Available at: <http://www.nice.org.uk/advice/lgb2>
- 7 National Institute for Clinical and Health Excellence (2009)**
Public Health Guidance PH22: Promoting mental wellbeing at work Available at: <http://www.nice.org.uk/guidance/ph22>
- 8 NHS Workplace Wellbeing Charter (2011)**
Available at: <http://www.nhsemployers.org/SharedLearning/Pages/WorkplaceWellbeingCharter.aspx>
- 9 Department for Work and Pensions, An Independent report by Dame Carol Black (2013)**
Working for a healthier tomorrow: work and health in Britain Available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/209782/hwwb-working-for-a-healthier-tomorrow.pdf
- 10 World Health Organisation (2008)**
Closing the gap in generation: Health equity through action on the social determinants of health Geneva: WHO
- 11 CEDAR (2013)**
Evidence Brief: Walking and Cycling for Transport Available at: <http://www.cedar.iph.cam.ac.uk/resources/evidence/eb-why-active-travel-web/>
- 12 Irvine, K.N., Warber, S.L., Devine-Wright, P. & Gaston, K.J. (2013)**
“Understanding Urban Green Spaces as a Health Resource: A Qualitative Comparison of Visit Motivation and Derived Effects among Park Users in Sheffield, UK” Intl J Environ Res Public Health 22(10) pp. 417-442
- 13 Landscape Institute, 2013**
- 14 Welsh Government (2014)**
Consultation Document: Active Travel Action Plan Available at: <http://wales.gov.uk/docs/det-consultation/140512-active-travel-action-plan-consultation-en.pdf>

15 Audit Commission (2006)

Public Sports and recreation services:
Making them fit for the future London: Audit
Commission

16 Faculty of Public Health (2008)

Take action on active travel: why a shift from
car-dominated transport policy would benefit
public health Available at: http://www.fph.org.uk/uploads/Take_action_on_active_travel.pdf

17 Sport England (2014)

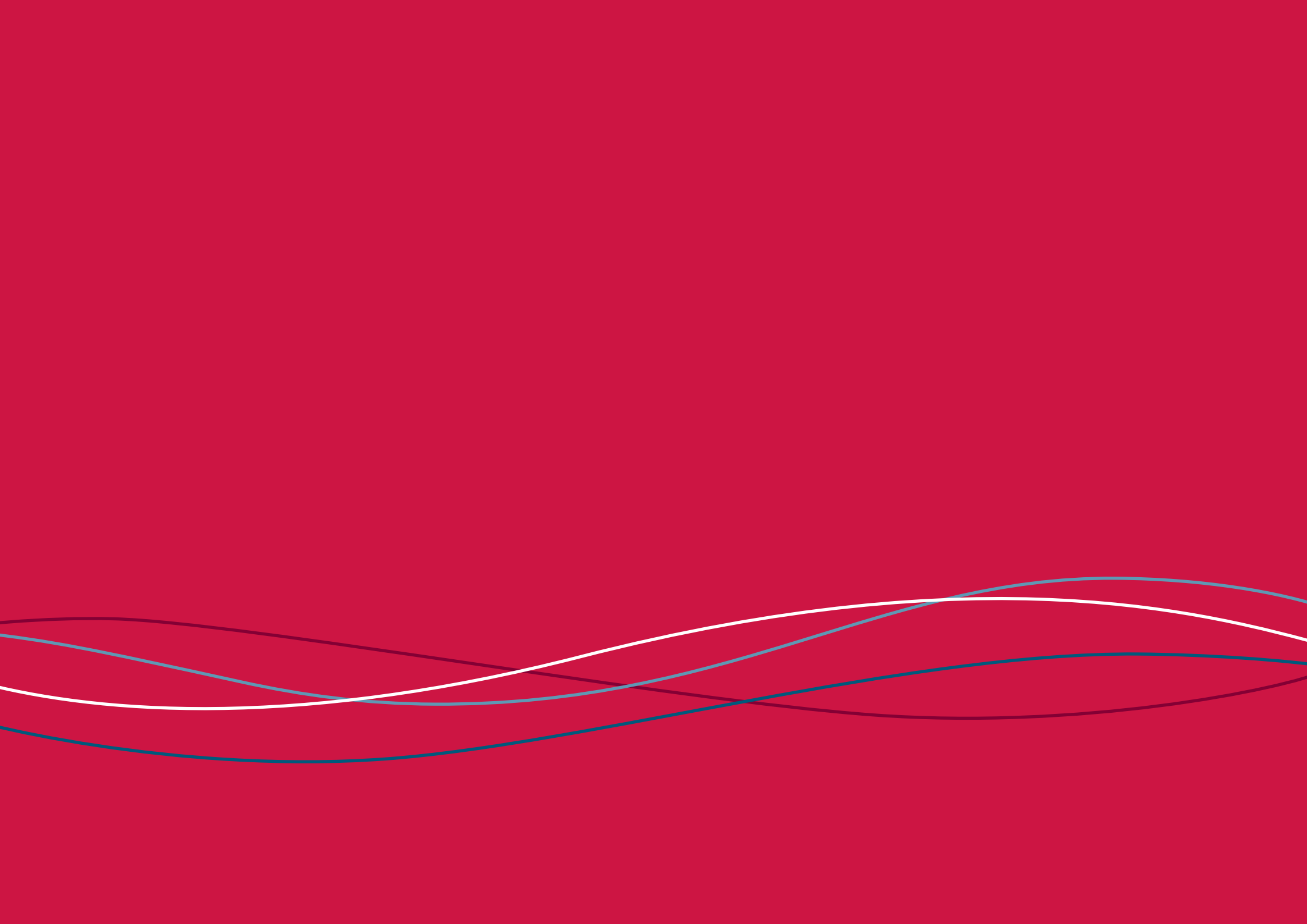
The benefits of sport Available at: www.sportengland.org/research/benefits-of-sport

18 The Young Foundation (2010)

Taking the temperature of local communities:
The Wellbeing and Resilience Measure (WARM)
Available at: <http://youngfoundation.org/publications/taking-the-temperature-of-local-communities-the-wellbeing-and-resilience-measure-warm/>

19 Office for National Statistics (2014)

Guide to Social Capital Available at: <http://www.ons.gov.uk/ons/guide-method/user-guidance/social-capital-guide/the-social-capital-project/guide-to-social-capital.html>



TELFORD & WREKIN COUNCIL HEALTH & WELLBEING BOARD

10th DECEMBER 2014

ANNUAL PUBLIC HEALTH REPORT 2014

REPORT OF: LIZ NOAKES STATUTORY DIRECTOR OF PUBLIC HEALTH

LEAD CABINET MEMBER – CLLR RICHARD OVERTON

PART A) – SUMMARY REPORT

1. SUMMARY OF MAIN PROPOSALS

This report introduces the Annual Public Health Report of the Statutory Director of Public Health for 2014.

The recommendations are set out below and are directed to developing the Living Well programme.

2. RECOMMENDATIONS

The Health and Wellbeing Board is asked to consider the annual report of the Director of Public Health and support the recommendations in the report set out as follows:

1. The Early Help Partnership, which reports to the Children Young People & Families Board, should work with schools to develop a schools-based programme to improve emotional health and wellbeing of children and young people.
2. The Council should be an exemplar employer for promoting and supporting improvements in employee health and wellbeing, using an evidence-based and innovative approach.
3. The Living Well Board, in collaboration with employers, should develop a workplace wellbeing offer within the Telford Bondholders Scheme
4. The Council should work with wider partners to ensure that the universal offer for physical activity and also the targeted work to address health inequalities provides opportunities comprehensively across the life course.

5. The Public Health Team should work with the Development, Business & Employment Team to develop specific policies which support the creation of healthy environments, for example, controlling the number of new fast food outlets within local centres and near schools, in the Shaping Places Development Strategy.
6. The Council, partners and communities recognise the valuable contribution volunteering can make to volunteers themselves and to others and support the development of more volunteering opportunities.
7. The Council, partners and communities use the '5 Ways Telford' social media blog to cascade 'people like us' stories to inspire others to take simple steps to feel well, be more positive and get more from life.
8. In order to fully realise the opportunities for Making Every Contact Count it is recommended that:

The Council develop and roll out Health & Wellbeing Making Every Contact Count training for front-line council services, who have received Public Health grant funding, to ensure our workforce feels confident in using brief advice to raise lifestyle and wellbeing issues with customers and;

The NHS Telford and Wrekin Clinical Commissioning Group support collaborative work on Making Every Contact Count across the Local Health Economy, for example through use of the NHS standard contract to specify MECC training and delivery requirements for providers.

4. SUMMARY IMPACT ASSESSMENT

COMMUNITY IMPACT	Do these proposals contribute to a specific HWB Priority	
	Yes	Specifically: Improving Life Expectancy and Reducing Health Inequalities, Improving Emotional Health and Wellbeing, Reducing Excess Weight
	Do these proposals contribute to specific Co-Operative Council priority objective(s)?	
	Yes	To improve the health and wellbeing of our communities and address health inequalities
	Will the proposals impact on specific groups of people?	
	Yes	Tackling inequalities in health is an integral part of the annual public health report
TARGET COMPLETION/DELIVERY DATE	This is a statutory report and an update on the recommendations from the previous year's report will be presented in the next Annual Public Health Report.	
FINANCIAL/VALUE FOR MONEY IMPACT	Yes	<p>The ring-fenced Public Health grant in 2014/15 for Telford & Wrekin is £10.913m.</p> <p>The grant enables the authority to discharge its Public Health responsibilities, which are detailed in the Annual Public Health report.</p>
LEGAL ISSUES	Yes	<p>The Director of Public Health has a statutory responsibility to prepare an annual report on the health of the people in the area of the local authority (Section 73B (5) of the National Health Service Act 2006 (as amended)). It is a further requirement of statute that the local authority publishes the report. The attached report is produced by the Director of Public Health in order to meet the aforementioned statutory responsibility.</p> <p>The Director of Public Health also has the responsibility for specified functions relating to public health as set out in section 2B of the National</p>

		<p>Health Service Act 2006 (as amended).</p> <p>The Director of Public Health's annual report contributes towards meeting that responsibility and the recommendations in the report demonstrate the proactive role that is expected.</p> <p>Consideration and support of the report and recommendation falls within the responsibilities (and terms of reference) of the Health and Wellbeing Board. It should be noted that the report and recommendations will also need to be considered elsewhere in the Council such as the Council's Cabinet in order to ensure the required support to undertake the further work suggested in the report.</p>
EQUALITY & DIVERSITY	Yes	The report and recommendations are designed to ensure our living well offer to the communities of Telford & Wrekin better meet the needs of our population.
IMPACT ON SPECIFIC WARDS	No	Borough-wide impact but particularly wards with poorest health outcomes.
PATIENTS & PUBLIC ENGAGEMENT	Yes	Extensive public engagement has underpinned much of this work in particular the development of our Early Help Strategy and Target Intervention Areas programmes.
OTHER IMPACTS, RISKS & OPPORTUNITIES	No	

PART B) – ADDITIONAL INFORMATION

1. INFORMATION

One of the statutory functions of the Director of Public Health is to produce an Annual Report. This is an independent report with the primary purpose of describing the health of their population, highlighting health issues and making recommendations for actions.

This year the Annual Public Health Report has focussed on some of the wider determinants of health and wellbeing and features the work of a range of council functions.

The report has four main chapters:

- The best start in life – Healthy infants, schools and pupils
- Helping people to find good jobs and stay in work
- Being Active – Access to green and open spaces, active travel and role of leisure services
- Strong communities, wellbeing and resilience

The report sets out how these issues impact on health & wellbeing, some key headline local statistics and the current work being undertaken to address these wider determinants of health.

The report includes a number of case studies to highlight the impact some of this work is having on individuals and families and seeks to promote the new Five Ways Telford blog where you can find more local people's stories as part of a social media mental wellbeing campaign to feel well, be more positive and get more from life.

2. IMPACT ASSESSMENT – ADDITIONAL INFORMATION

None

3. PREVIOUS MINUTES

The previous year's Annual Public Health Report was presented to the Health and Wellbeing Board in July 2013.

4. BACKGROUND PAPERS

Reference documents are given in the Annual Public Health Report.

Report prepared by Liz Noakes, Statutory Director of Public Health, Telephone: 01952 2383003



What are we doing to improve people's lives in Telford and Wrekin?

ADULT SOCIAL CARE
LOCAL ACCOUNT 2013 - 2014

a co-operative
council



Telford & Wrekin
COUNCIL

Contents

- 5 Introduction
- 6 Our Telford and Wrekin
- 7 What we do
- 8 The money we will spend in 2014/15
- 9 Our performance
- 13 Our priorities
- 15 **Priority 1** - Enhancing quality of life for people with care and support needs
- 18 **Priority 2** - Delaying and reducing the need for care and support
- 20 **Priority 3** - Making sure that people have a positive experience of care
- 22 **Priority 4** - Safeguarding adults whose circumstances make them vulnerable and protecting them from harm
- 24 Health and Wellbeing
- 25 The Care Act and The Better Care Fund
- 27 Contact us about Adult Social Care
Contact us about our Local Account

Introduction

Welcome to the 2013/14 Local Account

In producing the 13/14 Local Account we have taken account of the National Audit Office's overview of Adult Social Services in England and in particular their comments about Local Accounts and the inclusion of benchmarked performance information.

Local Accounts are a way of ensuring that communities have an overview of the performance and development of Adult Social Services in their area. The Local Account also provides a point of reference for members, partners, and the local social care market. The publication of Local Accounts is seen as a measure of the successful engagement of local authorities in sector led improvement.

Telford & Wrekin Council's aim is to maintain the services that we provide to protect and support vulnerable people. We realise that wanting to be as independent as possible and feeling safe is important to everyone. When people need extra support, we will:

- Provide them with information and advice to help themselves
- Help them to regain skills they may have lost and develop new ones
- Help them to have choice and control over the support they need.

This is against a backdrop of severe financial pressures from Government funding cuts to local government, to the welfare benefits system and local NHS services. This is at a time when the number of older people in our population is increasing and a growing number of dependent young people are living into adulthood. As a result, in 2013/14, the Adult Social Services budget reduced by £3.077m and a further reduction of £5.152m has to be made in 2014/15.

This does mean changing the traditional way that services have been provided in the past.

Other key challenges over the coming year are the implementation of the Better Care Fund, and the Care Act 2014. More information is available on page 25 of this document.

The future provides both challenges and opportunities as we develop closer working relationships with Telford & Wrekin Clinical Commissioning Group (CCG), NHS providers, local service providers, local voluntary organisations and local communities to develop more integrated pathways to better meet the health and social care needs of our population. We must continue to implement more efficient and creative ways of delivering care and support to an acceptable quality standard within our reducing budget.

Cllr Arnold England
Cabinet Member



Paul Taylor
Director, Health,
Wellbeing and Care



Our Telford and Wrekin

POPULATION 2010

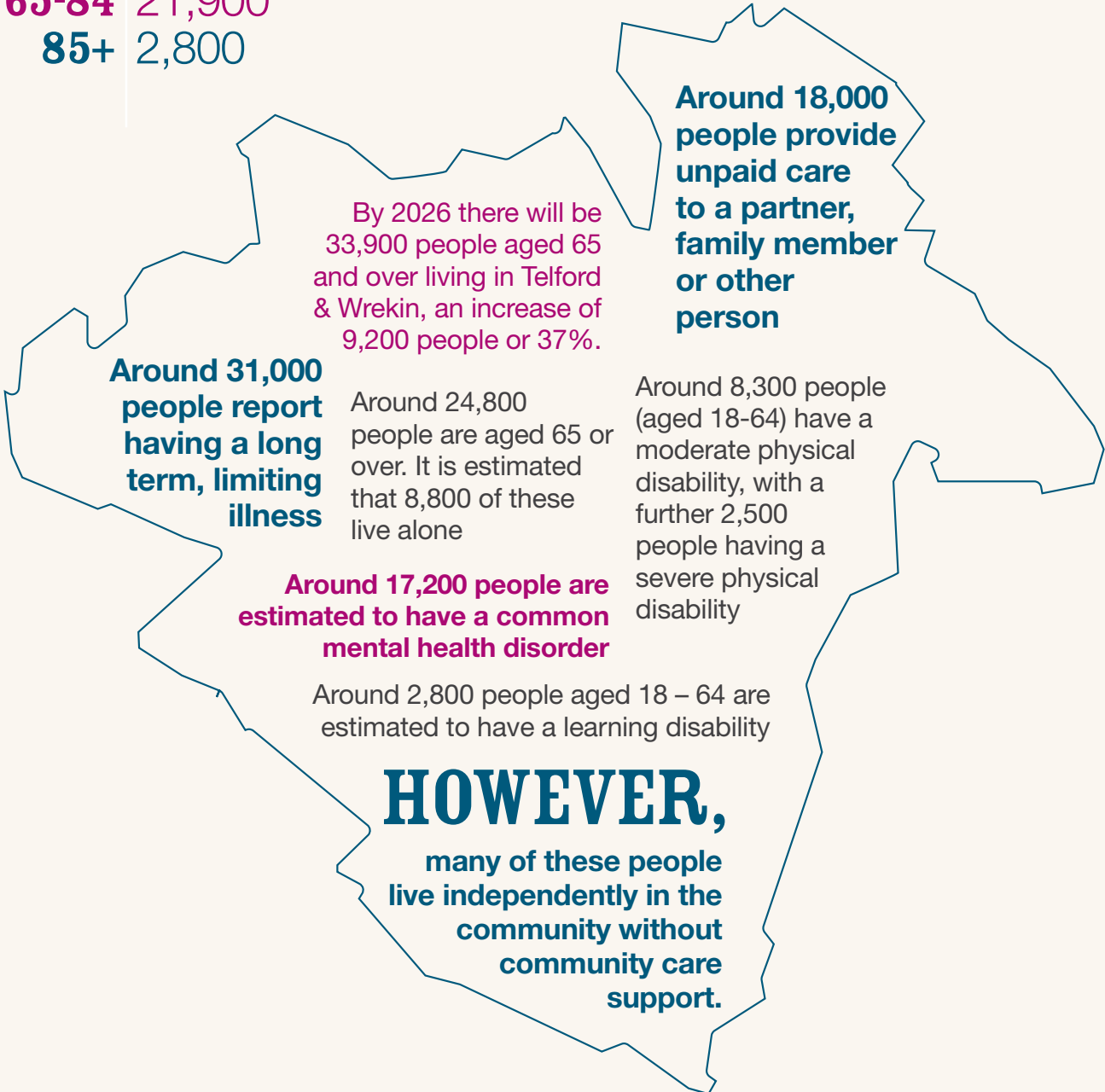
TOTAL
170,300

18-64 106,600
65-84 21,900
85+ 2,800

PROJECTED POPULATION FIGURES

	2010	2016	2021	2026
Age 65-84	21,900	26,200	28,800	30,600
Age 85+	2,800	2,800	2,900	3,300

IN TELFORD AND WREKIN IT IS ESTIMATED THAT:



To find out more about the population of Telford and Wrekin, visit www.telford.gov.uk/factsandfigures

What we do

Working with partners, Adult Social Services supports people over the age of 18 to remain as independent as possible when they need some care and support. We also support family, friends or neighbours who help care for them.

We support adults who have significant needs as a result of physical disabilities, sight or hearing problems, learning disabilities, mental illnesses, older people including those with dementia, people needing drug or alcohol recovery services and people on the autistic spectrum. We also support young people aged 16 and over who receive children's services during their move to adulthood.

We support the community to help people find their own solutions without needing to access community care services and help people to regain independence so that they do not need ongoing care and support.

For those who need ongoing support there are a number of ways that the support we give can be provided, this includes giving people the money to find their own care and support to meet their needs. They can ask us to arrange and manage a package of care on their behalf. We also support the development of good quality, well located and adapted housing to support people to stay independent, healthy and well.

For people who do have care and support needs we have a responsibility to make sure that a diverse range of good quality service provision is available in their local community, where possible. In addition to our community care responsibilities we take the lead in safeguarding vulnerable people who have been or may be at risk of abuse. For full details of our services visit <http://telford.mylifeportal.co.uk>



The figures below show the number of adults receiving care and support from us in 2013/14

4,600	First point of contact Access Service for information, advice and referrals	1,400	Short-term enablement help to restore or maintain people's independence
2,400	Community Care Assessments	800	Day Services and Short Breaks
2,300	Reviews of people receiving services	1,600	Care at Home, including ExtraCare Housing
600	Safeguarding Adults Investigations	800	Care in Residential or Nursing Homes
1,600	Equipment or adaptations to homes to help people live independently	1,500	Carer's assessments and services

The money we will spend in 2014/15

£2.9M Direct Payments

Residential & Nursing

£23.1M

£15.1M Community Care e.g Homecare, Daycare

£5.3M Social Work, Prevention and Support

£0.9M Transport

£2M Supporting People

£0.4M Equipment

£1.3M Respite

£2.8M Support Services

£1.9M Commissioning, Business Support and Management

£1.9M Other services including grants to voluntary organisations

TOTAL = £57.6M

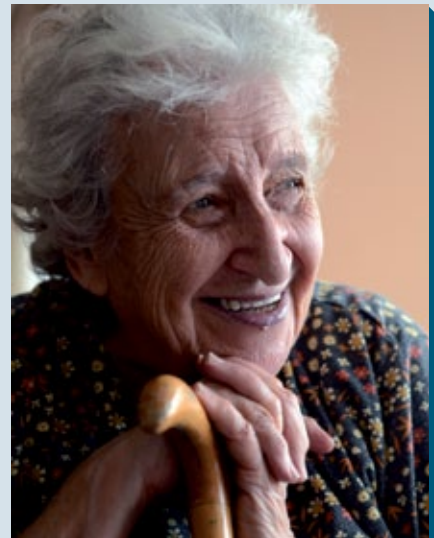
The Council is currently facing significant budget pressures, particularly within Adult Social Services. The Council has developed a financial improvement plan which sets out how adult social services will deliver the required savings. This will include changing the traditional ways we work, reducing the price we pay for care services and reducing the amount of care we purchase. It will also look to support people to maximise their independence and find more cost effective ways of supporting those who need care on an ongoing basis. This will prove very challenging. At the same time we have to plan for the implementation of The Care Act, which will place further financial pressures on adult social services with an increase in the number of people requesting assessments and services from us. For more details about the Care Act please see the Care Act and The Better Care Fund section on page 25.

Our performance

There are many ways to measure the impact we have on people and communities, some of which are outlined below. Here are some examples of what our performance told us in 2013/14:

Enhancing the quality of life for people with care and support needs

- One of our priorities is to make sure that people can manage their own support as much as they wish (we call this “receiving a service via a personal budget”) - this ensures that more people are able to have control over their support. **This has continued to improve and all eligible clients are now informed of their personal budget.**
- Another priority is to encourage individuals to have choice and control over their own care and support using a direct payment to manage their support. **We have increased the proportion of individuals receiving a direct payment** but would like to see this further increase next year, as we are still significantly lower than the national rate. Our focus for the coming year will be to **improve the take up and quality of direct payments** being offered and increase the number of personal assistants employed using a direct payment. The number of people using social services who are employing a personal assistant to deliver their care and support is currently 132.
- The proportion of people who use social services who feel that they have **control over their daily lives has also increased** since last year making our performance slightly higher than the national average. Similarly, **users of social care services reported a higher ‘quality of life’ than last year**, which is good news however, our performance remains below the national average.
- We have been working to improve services to carers and hope that the results of the carers survey due later in 2014 will demonstrate that carers are reporting a higher quality of life after receiving services from us. In 2012/13, 73% of carers reported that they had been included or consulted in discussions about the person they care for which **is in line with the national average** and reflects the work we have been doing with carers over the last year. Similarly, the **overall satisfaction of carers using our services is currently just above the national average** and we hope this will remain in line with or above the national average following the results of the carers survey 2014.
- It is equally important to make sure that individuals are not isolated and are able to contribute to their own community. We hope to **increase the number of individuals who use services who report that they had as much social contact as they would like** - we are currently performing at 45.4% compared to a national average of 44.2%



Our performance

- We will also begin to monitor the proportion of carers who report that they have as much social contact as they would like during 2014/15 and we would aim for this to also exceed national averages.
- The numbers of people with a **learning disability reported to be in paid employment** or who are living in their own home (or with their family) has increased this year but remains lower than the national rates. We would aim to improve our performance in this area over the next 12 months in order to be more in line with national averages.
- The numbers of adults with **secondary mental health services in paid employment, living independently with or without support has increased** significantly this year with performance being above the national average – we will aim to maintain our performance in this area during 2014/15.
- In trying to enable individuals to live as independently as possible, we want to see the number of individuals who are permanently admitted to residential and nursing homes reduce with our preference always being to support people to stay living independently at home for as long as possible. Our aim over the coming 12 months will be to **reduce the number of people permanently admitted to residential and nursing homes**. Currently we are performing at below the national average for people who are aged 65 and over and slightly above the national average for people aged 18-64.



Delaying and reducing the need for care and support

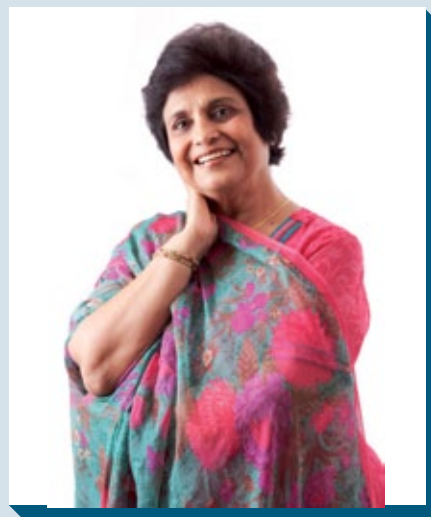
- We continue to aim to keep people independent and living in their own homes for as long as possible and as a result, the number of people who receive low level services such as meals or equipment to help them stay in their home has increased as planned.
- We aim to make sure people are less dependent on intensive services by ensuring earlier diagnosis, intervention and enablement to prevent their needs from getting worse.
- We continue to work hard to make sure that the number of people who have their stay in hospital extended because care and support is not in place for them to return home is low (what we call a 'delayed discharge'). Our performance **has continued to improve in this area where the delay is fully or partly attributable to social services** and we are below the national rate.
- We aim to support individuals to remain at home after a hospital stay and avoid re-admission - the proportion of people **who received a reablement service after being in hospital and are still at home 91 days later has improved this year** but we are still well below the national average. This will remain a priority area for us as we need to ensure individuals are supported to remain

Our performance

at home and avoid their needs escalating. Equally, we need to make sure that all individuals who need it are offered an enablement service following a period in hospital.

Making sure that people have a positive experience of care and support

- We aim to ensure that people who use our services are treated with dignity and respect and have a positive experience of our services. We have seen an increase over the last year in the proportion of people who are satisfied with the care and support services they received. However, this is still slightly lower than the national average so we would hope to see an increase in satisfaction over the next 12 months. Similarly and as highlighted above, the **overall satisfaction of carers with social services is currently just above the national average. We hope this will remain in line with or above the national average** following the results of the carers survey 2014.
- A key area of work for us over the coming 12 months is to undertake a full review of our public information. The Care Act makes it clear that the provision of timely and accurate information should be seen as a service in itself. We aim to help individuals to find the information they require easily and quickly in order for them to help themselves. Where possible we will sign post individuals to the most appropriate information, advice and services for them whether this is provided by the Council or by other voluntary sector organisations. We launched a new online information resource called MyLife <http://telford.mylifeportal.co.uk> in September 2013 which has resulted in an increase in the proportion of people who say that they find it easy to find information about services from approximately 73% in 2012 to 76% this year which is above the national average. **We aim to maintain our performance in this area to make sure that members of the public find it easy to find the information they require about the services available across the Borough.**



Safeguarding adults whose circumstances make them vulnerable and protecting from avoidable harm

- We are pleased to see that the proportion of people who use care and support services **who feel safe has increased** from 61% in 2012/13 to 64% this year. Similarly, the proportion of people who use services who say that those services have made them feel safe and secure has increased since last year. However, this still remains just below the national average so we need to work with individuals to make sure that more service users feel safe as a result of the services we provide.

Our performance

Peer Challenge

Some years ago, the Government removed the requirement on Local Authorities to have an annual inspection by the Care Quality Commission (CQC). This was on the basis that Local Authorities developed a sector led improvement approach to monitoring performance and quality of their services. In the West Midlands, this has involved a team of experts from other Local Authorities coming to Telford & Wrekin to give independent challenge and make recommendations to the Council. This peer challenge took place for a week at the end of July 2013. The team concluded that:

- There was a strong local commitment from the Council and its partners
- The Council needs to change the way it provides services to increase choice and control for service users through the introduction of personal budgets for all. This is supported by a Resource Allocation System, separation of support planning from the assessment process and increased use of direct payments and personal assistants.
- This transformation approach coupled with strong leadership should enable the council to reduce spend on adult social services to stay within reducing budgets.

For more information on our performance please see www.telford.gov.uk/factsandfigures

Our priorities

Our priorities, which are in line with the National priority outcomes, remain as:

1

Enhancing the quality of life for people with care and support needs

We will demonstrate this through:

- Making sure people manage their own support as much as they wish, so that they are in control of what, how and when support is delivered to meet their needs
- Supporting Carers to balance their caring roles and maintain their desired quality of life
- Supporting people to find employment, maintain a family and social life and contribute to community life, and avoid loneliness or isolation

We will know that we have achieved this because there will be an increase in:

- the quality of life reported by people who use our services is good
- carer reported quality of life
- the proportion of people using social care who receive direct payments
- the number of people using social care employing personal assistants
- the proportion of adults with learning disabilities in paid employment, living in their own home or with their family
- the proportion of adults with secondary mental health services in paid employment, living independently, with or without support

2

Delaying and reducing the need for care and support

We will demonstrate this through:

- Making sure people can access support and information to help them manage their care needs
- Ensuring earlier diagnosis, intervention and reablement so that people and their carers are less dependent on intensive services
- When people develop care needs, the support they receive takes place in the most appropriate place, and enables them to regain their independence

We will know that we have achieved this because there will be an:

- Increase in issue and use of Assistive Technology equipment - gadgets to help with everyday living
- Decrease in delayed transfers of care from hospital
- Decrease in the permanent admissions of adults to residential and nursing care homes
- Increase in the number of reviews completed in 12 month period as a percentage of all existing clients
- Decrease in hospital admissions
- Increase in the proportion of older people still at home 91 days after discharge from hospital



3

Making sure that people have a positive experience of care and support

We will demonstrate this through:

- People who use social care and their carers are satisfied with their experience of care and support services
- Supporting Carers so that they feel that they are respected as equal partners throughout the care process
- People know what choices are available to them locally, what they are entitled to, and who to contact when they need help
- People, including those involved in making decisions on social care, respect the dignity of the individual and ensure support is sensitive to the circumstances of each individual

We will know that we have achieved this because there will be an increase in:

- The overall satisfaction of people who use our services
- Overall satisfaction of carers with our services
- The proportion of carers who report that they have been included or consulted in discussion about the person they care for
- The proportion of people who use our services and carers who find it easy to find information about services
- The number of clients reviewed

4

Safeguarding adults whose circumstances make them vulnerable and protecting them from harm

We will demonstrate this through:

- People feel physically safe and secure
- People are free from physical and emotional abuse, harassment, neglect and self-harm
- People are protected as far as possible from avoidable harm, disease and injuries
- People are supported to plan ahead and have the freedom to manage risks the way that they wish

We will know that we have achieved this because there will be an increase in:

- People who use our services who feel safe
- People who use our services who say that those services have made them feel safe and secure

Priority 1 - Enhancing quality of life for people with care and support needs

What did we achieve?

Where we have not achieved actions during 2013/14, these have been carried forward as priority actions for 2014/15 below.

- Following a review of community meals services, we will continue to provide a hot meals service for people who need it alongside the frozen meals service. We will be developing a befriending scheme to compliment this service.
- A low level support service for people with autism living in the community has been developed in partnership with Listen Not Label.
- New Extracare facility in Lawley Bank was completed and opened in June 2014 offering 60 apartments for older people. A further scheme in Ketley is due to open later this year which will offer 86 apartments of which 12 units will be for people with learning disabilities.
- A review of our in-house services to consider the best way to deliver personalised care for adults with learning disabilities and other people has included an extensive consultation with service users, family carers and staff during 13/14. As a result, the Council did not proceed with the proposals set out in the consultation. Management responsibility for the in-house provider services was separated from commissioning and operational services in January 2014. New proposals to develop these services and reduce cost within the savings plan are referenced in the next section.
- The Council has had initial discussions with Telford & Wrekin CCG about greater integration to improve pathways and outcomes for service users and their carers. This will be taken forward as part of the Better Care Fund Plan in 2014/15 (see page 25).
- A review of the Transition and Leaving Care Service led to a reorganisation of transition services at the end of 2013/14. It is recognised that rather than seeking organisational solutions we need to develop an integrated pathway for young people who will still require support when they become an adult.
- Drug and alcohol services like all services have had to maintain performance with fewer resources. Whilst generally this has been achieved, a commissioning led review of drug and alcohol services including the in-house provider is still required.
- A review of our Mental Health and Wellbeing Commissioning Strategy did not take place during 13/14 but Telford & Wrekin CCG is leading a review of the modernisation of mental health services strategy. This strategy was based on a reduction of acute psychiatric beds (including the Redwoods hospital development) and greater emphasis on supporting more people with mental health problems in the community and the aim of improving recovery rates.

Priority 1 - Enhancing quality of life for people with care and support needs

- Direct payments have increased slightly but this will continue to be a priority in 2014/15.
- Work on developing and growing small local care and support services is being driven by the Better Care Fund. We are also in the process of developing an online market place for young people with Special Educational Needs and Disabilities (SEND) and setting up a register of Personal Assistants.
- Work on developing a prevention strategy is being driven by the ongoing work of the Better Care Fund with a plan in place to deliver on preventative services. We have worked with our health partners to develop a joint commissioning approach for working with the voluntary sector. Similarly we have put in place robust governance arrangements to ensure the appropriate joining up of all services.

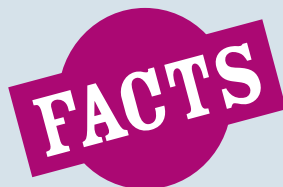


What do we still need to do?

- A revised plan for delivering £1.2m savings from within our in-house services has been developed and commenced with a management restructure and ceasing of the in-house enablement support service. Proposals have been agreed to upgrade our facilities supporting day opportunities for adults with a learning disability. A remodel of the Shared Lives Scheme has also commenced with a view to recruiting more shared lives carers to cater for those with greater needs.
- A Better Care Fund plan has been developed for 2014/15 which includes an enhanced enablement project and building community capacity which means providing solutions within the community that can reduce or avoid the need for high cost care. From April 2015, the council will agree with the CCG how to use a pooled budget of over £10 million to support improved integration of services and better outcomes for service users and carers.
- We will continue to increase the uptake of direct payments and the use of personal assistants (PA) and further develop the PA register.
- We will complete a commissioning-led review of Alcohol and Drug services.
- We will further develop our information and advice services, review our support to carers and advocacy arrangements to make sure we meet the requirements of the Care Act from April 2015.

Priority 1 - Enhancing quality of life for people with care and support needs

- We will undertake a review of our procurement of care services to ensure that they are providing the service that individuals need and are value for money.
- We will continue to work closely with our Public Health services to promote healthy lifestyle choices, improve wellbeing to help reduce demand for on-going care in the longer term.
- We will ensure Safeguarding Adults arrangements are in place that enhance individual choice and control as well as improving quality of life, wellbeing and safety. In addition we will review the Safeguarding Adult Board arrangements in line with the Care Act requirements.
- Make sure personal budgets are a key part of the community care process with the separation of assessment and support planning to give individuals greater choice and control over how they spend their personal budgets.
- Build on current transition arrangements to ensure compliance with the Special Educational Needs and Disability (SEND) reforms which were introduced on 1st September 2014.



Almost
2,400
community care
assessments
completed by
social care
2013/14

2,000
people received
services via a
personal budget

286
people received
a direct payment
during 2013/14

1,500
carers were
assessed during
assessments
completed by
social care during
2013/14

Priority 2 - Delaying and reducing the need for care and support

What did we achieve?

- Housing-based support services have been redesigned to offer a cross borough service to anyone requiring support to maintain their independence. These services are provided through a partnership arrangement of local providers each offering specialist support to help meet a range of needs.
- Re-modelling of Sheltered Housing services was completed in July 2014. Consultation was undertaken with all existing service users to develop the landlord delivered service that will be in place. All feedback received from service users is being used to inform an ongoing taskforce group that will involve all providers to continually develop the service.
- Strategic commissioning arrangements are now in place with T&W Clinical Commissioning Group which will ensure a more joined up approach to commissioning, contracting and assessing the quality of services in accordance with Institute of Public Care (IPC) commissioning guidelines.
- Mainstreaming the Assistive Technology Project to support individuals and reduce more expensive care options is in place.
- The MyLife portal which provides information, advice and guidance is now up and running.

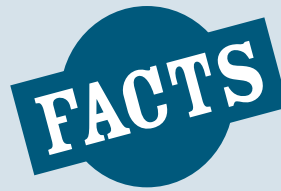
- Ellen Court rehabilitation unit has been successfully retendered, and continues to evidence strong outcomes for people moving on to their own tenancies and reducing dependency on mental health services.
- Community based mental health services delivered in partnership with South Staffordshire and Shropshire Foundation Trust (SSFT) have been developed to provide community based support on the basis of reduced acute hospital provision

What do we still need to do?

- Review of Supported Accommodation (low level housing related support) services to take place in 2014 – Early 2015.
- Complete the mainstreaming of assistive technology to make sure the use of technology is embedded in all support plans where appropriate.
- Remodel Mental Health and Learning Disability Service provision with less reliance on residential care and a more integrated model of care.
- Continue to increase the use of support to people in their own homes and avoid individuals having to be permanently admitted into residential and nursing care.
- Develop our approach to support planning to create alternative solutions to meet agreed need in more cost effective ways.

Priority 2 - Delaying and reducing the need for care and support

- Further improvements will be made to the Council's website in 2014/15. The Council is currently auditing information, advice and guidance systems to ensure that they are compliant with requirements identified within the Care Act 2014.
- We recognise from a recent review of Adult Social Services that our information and advice infrastructure is no longer fit for purpose therefore we will look to provide more focussed and directive information and advice which signposts individuals to the most appropriate services for them.



Around
1,500
people have a
'low level' service
outside of a care
plan, such as
equipment or
meals

1,300
people have
received a short
term reablement
program

Priority 3 - Making sure that people have a positive experience of care

What did we achieve?

- We continue to listen to comments we receive from service users and carers for example, the Carers Partnership Board continues to provide valuable feedback to the Council and helps shape service development.
- Compliments and complaints are monitored to highlight areas for improvement and valued services.
- We have worked on improving our computer systems and are developing our processes and systems further to make sure invoices are paid appropriately and improve our financial control.
- Work was completed on the Resource Allocation System (RAS) which is now in place to ensure a consistent and universal allocation of personal budgets across all people who are eligible for community care support.
- We have streamlined our business processes for the customer journey by making it simpler. We are maximising use of our IT systems and avoiding duplication of data collection and recording. IT applications to support mobile and more efficient ways of working are now in place.
- A review of transport provision and systems has been undertaken. Funding for transport has now been included within the Resource Allocation System.
- We have a workforce strategy in place. We have developed our e-learning platform and sourced modules that are specific to social care to support workforce development.

- A successful tendering exercise was completed in relation to the Independent Mental Health Advocacy (IMHA) Services. The contract commenced in April 2014 with a positive increase in referrals. The provider continues to promote their service and ensure eligible patients are aware of their right to advocacy.

What do we still need to do?

- Monitor the information provided by the Resource Allocation System to improve the quality of assessments.
- Update our workforce development strategy to support cultural changes within our workforce in preparation for the changes introduced by the Care Act.
- Continue to improve our performance in undertaking reviews in terms of their timeliness and quality.
- Continue to monitor the quality of services being delivered by care providers through revised contracting frameworks.
- Ensure transport arrangements are considered on a personal basis as part of the support planning process.
- Look to expand the pilot which has been implemented as part of the Better Care Fund programme to provide care closer to home and avoid inappropriate hospital admissions.
- Ensure staff use mobile working effectively to enhance service users experience of the assessment process.

Priority 3 - Making sure that people have a positive experience of care

Feedback on our services

Complaints and compliments received by adult social services give us an indication of how successful we are in meeting individuals' needs. The number of adult social services complaints received this year has increased to 51 compared to 45 last year. 53% were upheld (compared to 54% last year). We have a well established process for investigating and addressing complaints and aim to demonstrate that wherever possible, services have improved as a result of the complaints we have received.

The Local Government Ombudsmen (LGO) published for the first time in 2014, a review of Adult Social Services complaints 2013 which were referred on to the LGO (this report is available at the following link <http://www.lgo.org.uk/documents/annualreview/2014/Telford%20&%20Wrekin%20Council,%20Borough%20of.pdf>). The report shows that there were 10 complaints received by the LGO from Telford & Wrekin residents of which only one was upheld.

We have also received 81 compliments of which 55 were directly attributable to a member of adult social services staff. The remaining 26 were in relation to our services which demonstrates our commitment to providing personalised services and our aim to improve the quality of experience that individuals receive when they contact our services.

SERVICE USER FEEDBACK

"I have been having care 3 times a day on leaving hospital ... I would like to compliment you on having such friendly and helpful carers...I was quite anxious about meeting new people but all your carers immediately put me at ease with their caring friendly nature. They have made me feel safe and secure in my home as I have been feeling very vulnerable since leaving hospital".....All the carers have helped me become a bit independent so much so that ...I can dress, wash, etc myself and it feels as though I've achieved quite a lot. I really do appreciate everything your carers have done for me."

"I would like to give my compliments and thanks to all the Council care staff who have dealt with my care. They were all friendly, caring, helpful, and treated me with respect."

FACTS

Our Access service dealt with **4,600** referrals during 2013/14

Over **3,800** reviews of social care services were carried out

Priority 4 - Safeguarding adults whose circumstances make them vulnerable and protecting them from harm

What did we achieve?

- Completion of the work to develop a new contract with domiciliary care providers took longer than expected. However a new domiciliary care framework contract tender was completed and awards made in October 2014. The contract will ensure that providers must engage with the Council with regard to safeguarding processes, and the quality of care delivery whilst delivering better value for money.
- Locally and through the joint Shropshire/ Telford & Wrekin Safeguarding Adults Board we have started to compare and benchmark performance information. For more information see the Safeguarding Annual Report which is on our website (http://www.telford.gov.uk/info/731/protection_of_vulnerable_adults/1680/shropshire_and_telford_and_wrekin_safeguarding_adults_board_stw-sab)
- We have developed a service user communication and community engagement group which is a subgroup of The Safeguarding Adults Board and includes a diverse range of people from our advocacy groups.
- We have signed up to the national 'Making Safeguarding Personal' project. This will support us in developing meaningful outcomes for individuals and recording and measuring outcomes and experiences.

- We have developed local supporting guidance to implement the West Midlands safeguarding policy and procedures with the Police. Both the Police and Fire Service are active members of the Safeguarding Adults Board.
- Individuals identified as part of the local Winterbourne programme of work have now been reviewed and we are assured about the suitability of each individual's placement. The information obtained from reviews will inform future commissioning intentions.
- The Quality Monitoring Officer role now extends to out of area placements to help us assure the quality of out of area providers.

What do we still need to do?

- Local arrangements for safeguarding adults will be reviewed to make sure we continue to meet our statutory obligations and that we are compliant with requirements of the Care Act.
- Implementation of 'Making Safeguarding Personal' with creation of an adult protection team as part of the adult social service restructure.

Priority 4 - Safeguarding adults whose circumstances make them vulnerable and protecting them from harm



Case Study

Working together to protect vulnerable people

The close and effective partnership arrangements in place across the Borough to protect vulnerable people was demonstrated by a recent case where an alert was received by Accident & Emergency where an individual had been physically assaulted by their carer.

Although the alleged perpetrator had been held in custody, it was not known whether they would be released and therefore the safety of the individual had to be protected. Council staff from across Cohesion Services, Environmental Health and Housing worked together to secure a place of safety for the individual.

A joint visit was undertaken and as a result of the assessment by housing staff, the individual secured housing in an Extracare housing scheme, SSAFA were contacted to aid with funding of furniture for the individual. Whilst the individual was in a place of safety, liaison with the local Police made sure that the safeguarding investigation continued in relation to the abuse.

The victim was also supported by mental health and psychology services in order to stay living independently without fear of abuse. This demonstrates how agencies from across the borough worked together in an efficient and effective way to meet the needs of a vulnerable individual who was protected from further abuse - the individual also now has a tenancy and controls their own finances with the support of Council services.

Health and Wellbeing in Telford and Wrekin



Telford and Wrekin's new Health and Wellbeing Board has been in existence for just over a year. It is an exciting and challenging time as the Board gets to grips with its 10 Health & Wellbeing priorities. These are:

- 1 Reduce excess weight in adults and children
- 2 Reduce teenage pregnancy
- 3 Improve emotional wellbeing
- 4 Support people with autism
- 5 Reduce number of people who smoke
- 6 Reduce the misuse of alcohol and drugs
- 7 Improve carers' health and wellbeing (all ages)
- 8 Improve life expectancy and reduce health inequalities
- 9 Support people to live independently
- 10 Support people with dementia

The Board has overseen delivery against each of these 10 priorities over the last year which included agreeing a new drugs and alcohol strategy that focuses on reducing demand, restricting supply and building recovery through high quality treatment and recovery services and signing up to the Local Government Declaration on Tobacco Control committing to co-ordinated action to cut smoking rates and tobacco use.

During the past year the Health & Wellbeing Board has also agreed to the development of the Better Care Fund which marks a shift in targeting resources from acute services

into community and preventative settings, integrating health and social care. The benefit of this approach will be better planning to meet the health and care needs of people living in Telford and Wrekin, helping people stay living in the community longer rather than needing to go into hospital as a patient or making sure that people only stay in hospital for as long as necessary.

Over the next year the Health & Wellbeing Board will continue to oversee delivery against these priorities by holding Commissioning And Transformation Partnerships (CATPs) to account. These partnerships include the Better Care Fund Board, the Community Safety Partnership, the Children, Young People and Families Board and a new Living Well Board is to be created to focus on wellbeing priorities of emotional health & wellbeing, smoking and excess weight.

For examples of work to date and case studies please see the Health and Wellbeing newsletter which is produced on a quarterly basis and is available on the Telford and Wrekin Health and Wellbeing website www.telford.gov.uk/hwb - you will also find further information about the Board including membership and future dates.

The Care Act and The Better Care Fund

In last year's local account we reported that the draft Care Bill was passing through the parliamentary process. The Care Bill has now received Royal Assent and has become the Care Act. The purpose of the Act is to consolidate existing Adult Social Services law into one piece of legislation, reinforce the expectations set out in the Health and Social Care Act 2012 for greater integration between Health and Social Care and introduce funding reforms.

The Council is currently planning to implement changes introduced by Part One of the Act which need to be in place by April 2015 including:

- Extends entitlement to care and support services for carers who will be treated as equal to the person they care for
- Introduces a national eligibility criteria which means that the Council can no longer set their own eligibility threshold
- Support a focus on prevention and wellbeing rather than crisis intervention
- Provide guarantees regarding service provision should a service provider fail
- Simplify the system and providing flexibilities for greater integration to achieve better results for people
- Introduces the assessment of self funders in order to monitor their spend on care and support against the cap on care cost limit

- Clarifies the responsibility for the continued provision of service when an individual moves from one local authority area to another
- Places adult safeguarding on the same statutory footing as children's safeguarding
- Duty on Councils to provide independent advocacy
- Duty on Councils to signpost individuals to independent financial advice
- The ability for Councils to delegate responsibilities to other organisations
- Enhanced duty to provide information about care and support arrangements
- Emphasis on preventative services and a general duty of wellbeing

In addition, Part two of the Act introduces funding reforms which come into effect in April 2016 which the Council needs to plan for now. The funding reforms introduce:

- Separation of care and accommodation costs, with everybody expected to pay their own accommodation costs if they enter residential or nursing home care, out of their own income (estimated at 2017 prices to be around £12,000 a year).
- £72,000 cap on the total amount an individual has to pay out of their own money to meet their eligible care and support needs, across their life time.

The Care Act and The Better Care Fund

- £123,000 upper capital threshold for means tested support in residential care, including value of their home in specific circumstances (currently the threshold is £23,500 above which an individual has to pay the full cost – care and accommodation costs).
- £17,500 lower threshold for means tested support, below which no additional contribution will be made from the individual's capital.

Part one of the Act will introduce additional responsibilities for the Council. We are currently awaiting confirmation of the amount of central government funding we will receive to cover the additional cost of the resulting increased activity.

The Care Act also underpins the Government's Better Care Fund (BCF) initiative which provides a substantial opportunity to improve the pathway for adults from hospital back into the community and preventing the need for unnecessary hospital admission. The project will drive the integration of services commissioned by the Council and Telford & Wrekin Clinical Commissioning Group (CCG) through the creation of a pooled budget (and joint commissioning arrangements) from April 2015 with the main priorities being to increase and build community capacity and enhance and build more community services as an alternative to hospital provision.

To contact us about Adult Social Care

If you would like any more information about how we created this Local Account, please see our website at www.telford.gov.uk/localaccount or use the Local Account contact details below. We will also produce an easy read version of this document.



Visit the council's website at www.telford.gov.uk/healthandsocialcare



Email us at access.team@telford.gov.uk



Telephone **01952 381280**



Or write to **Adult Social Care Access Team, Telford & Wrekin Council, Darby House, Lawn Central, Telford TF3 4JA**

To contact us about our Local Account



Email us at localaccount@telford.gov.uk



Or write to **Delivery and Planning, Telford & Wrekin Council, Addenbrooke House, Ironmasters Way, Telford TF3 4NT**

**ADULT SOCIAL CARE
LOCAL ACCOUNT 2013 - 2014**



Telford & Wrekin
COUNCIL