Supplementary Agenda

Meeting: **Executive**

To: **Councillors Carl Les (Chair), Gareth Dadd (Vice-Chair), David Chance, Caroline Dickinson, Michael Harrison, Andrew Lee, Don Mackenzie, Patrick Mulligan, Janet Sanderson and Greg White.**

Date: **Tuesday, 8th June, 2021**

Time: **11.00 am**

Venue: **Remote meeting held via Microsoft Teams**

Under his delegated decision making powers in the Officers' Delegation Scheme in the Council's Constitution, the Chief Executive Officer has power, in cases of emergency, to take any decision which could be taken by the Council, the Executive or a committee. Following on from the expiry of the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020, which allowed for committee meetings to be held remotely, the County Council resolved at its meeting on 5 May 2021 that, for the present time, in light of the continuing Covid-19 pandemic circumstances, remote live-broadcast committee meetings should continue, with any formal decisions required being taken by the Chief Executive Officer under his emergency decision making powers and after consultation with other Officers and Members as appropriate and after taking into account any views of the relevant Committee Members. This approach will be reviewed by full Council at its July meeting.

The meeting will be available to view once the meeting commences, via the following link - www.northyorks.gov.uk/livemeetings Recordings of previous live broadcast meetings are also available there.

Business

2. **Minutes of the Informal Meeting held on 25 May 2021** **(Pages 3 - 12)**

8. **0-19 Healthy Child Section 75 Agreement - Consultation Feedback & Approval to move to a Partnership Model** **(Pages 13 - 114)**

The Executive are asked to note the consultation responses received and the additional measures/investment proposed, and recommend to the Chief Executive Officer that using his emergency powers he:

i. Approves the Council entering into the S75 Agreement with HDFT, and;

ii. Delegates any amendments required to the S75 Agreement to the Corporate Director Health and Adult Services in consultation with the Assistant Chief Executive (Legal and Democratic Services) and Executive Member for Public Health, Prevention and Supported Housing including Sustainability and Transformation Plans

Barry Khan
Assistant Chief Executive
(Legal and Democratic Services)

County Hall
Northallerton

3 June 2021

North Yorkshire County Council

Executive

Minutes of the remote meeting held on Tuesday, 25th May 2021 commencing at 11.00 am.

County Councillor Carl Les in the Chair plus County Councillors Gareth Dadd, David Chance, Caroline Dickinson, Michael Harrison, Andrew Lee, Don Mackenzie, Patrick Mulligan, Janet Sanderson and Greg White.

In attendance: County Councillors Paul Haslam, Derek Bastiman, John Ennis, Janet Jefferson, Stanley Lumley, Andy Paraskos and Annabel Wilkinson.

Officers present: Richard Flinton; Gary Fielding; Barry Khan; Karl Battersby; Richard Webb; Stuart Carlton; Daniel Harry; Steve Evans and Aidan Rayner.

Copies of all documents considered are in the Minute Book

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578 Introductions

Members of the Executive and Corporate Management Team introduced themselves, followed by other Councillors present at the meeting.

579 Minutes of the Meeting held on 23 March 2021

Having considered the draft Minutes of the formal Executive meeting held on 23 March 2021, which had been printed and circulated, members of the Executive recommended to the Chief Executive that he confirm them as a correct record.

Resolved –

The Chief Executive considered the views of the Executive provided at the meeting and decided to use his emergency powers to implement the recommendation of the Executive.

580 Declarations of Interest

County Councillor Michael Harrison declared two disclosable interests, as an employee of one of the organisations listed in Agenda item 5 - Treasury Management Appendix D, and with close family members employed at the Council. He confirmed he had two separate dispensations from the Standards Committee enabling him to remain in the meeting and vote on Agenda item 5.

581 Public Questions and Statements

There were no public questions or statements.

582 Q4 Performance Monitoring & Budget Report

Considered –

A joint report of the Chief Executive and Corporate Director for Strategic Resources

bringing together key aspects of the County Council's performance for quarter four of the 2020/21 year.

County Councillor Carl Les introduced the Quarter 4 performance monitoring and budget report, confirming the in-depth focus for the performance section of the report as being Public Health and the ambition on 'Innovative and Forward Thinking Council.'

County Councillor David Chance presented the Executive performance report summary, confirming that over the last year the County Council had led on the response to COVID-19 through its Outbreak Management Prevention Plan. He confirmed the performance report provided strong evidence of the Council's leadership and continued progress in delivering it's wide-range of ambitions. He provided a brief summary of the strengths and challenges in performance across those ambitions and the priorities set out in the Council Plan.

In particular County Councillor David Chance highlighted the following:

- The vital role of Volunteers in the delivery of services and support (5,809 volunteers)
- A successful campaign for keeping the Community informed and the most vulnerable supported and protected
- The new more efficient ways of working identified during 2020-21, and the challenge of maintaining those new ways of working going forward
- Improvements in technology to better support flexible and collaborative working
- Reduced staff travel saving money, time and the environment
- The early completion of the Street Lighting Programme
- The CQC inspection results that showed the high quality of the care market across the county
- The Council's strong leadership role in the fight against Covid
- The submission of the Council's proposal for a single strong unitary Council for North Yorkshire
- The newly revised Council Plan
- The impact of Covid on the workforce and on sickness absence during 2020/21
- The challenge of supporting residents and businesses to recover from Covid and the new Growth Plan approved in March 2021
- the reduced number of repeat referrals in 2020/21 and a reduction in the number of children in care
- Post pandemic, the Council's role in supporting economic recovery for residents and businesses
- The pressure on frontline teams as a result of increased hospital discharges
- An increase in housebuilding locally and an increase in the cost of new builds
- The stability of long and short term residential and nursing placements
- **The increased number of young people with EHCPs, and the increase in time taken to issue an EHCP, which was expected to recover by the end of the Summer term.**
- **The number of North Yorkshire primary and secondary schools with a Good or Outstanding Ofsted inspection outcome remains below the that of the Local Authority's national comparators**

<u>Public Health</u>

County Councillor Caroline Dickson introduced the in depth focus on Public Health which detailed the Council's direct response to COVID-19 and its impact on commissioned services. She noted the excellent collaborative working with partners that had resulted in the successful delivery of the County's response to COVID, and confirmed that 97% of those 50+ had received their first vaccination, and 87% of those 80+ had received both vaccinations.

County Councillor Caroline Dickson went on to highlight:

- The reduced client uptake in Council's commissioned services over the year;
- The report from Services of reduced referrals from GPs, which would need to be monitored going forward;
- An increase in Mental Health anxiety reported nationally;
- The prioritising of work with partners to identify a range of interventions to tackle obesity in adults and children;

In response to questions from County Councillor John Ennis, it was confirmed:

- Vaccination had been a tried and tested public health intervention for many years and the lessons learnt from past vaccination programmes had supported the role out of the COVID vaccination programme. The barriers to vaccine take-up and the behavioural science behind vaccine hesitancy were being looked at to draw out the lessons from those programmes;
- The need for face to face appointments still existed, particularly for young children, but for some Services, the introduction on online access had proved of benefit e.g. the Stop Smoking Service. Therefore the future offer was likely be a blend of digital and face to face delivery;
- The Child Measurement Programme which provided surveillance data nationally, which was halted during the pandemic following Government guidance, was recently re-started at Easter;
- The Health Child Programme provided prevention and targeted intervention – a multi-faceted holistic approach, to maintaining a healthy weight and a healthy life. Also linked to a healthy school standard, providing good advice and support around nutrition;

County Councillor John Ennis was also pleased to note the introduction of a new specialist Drug and Alcohol Service for young people and the successful bid to the National Institute for Health Research.

County Councillor Paul Haslem welcomed the Performance Report but suggested there needed to be a clearer focus on the importance of nutrition. He suggested the amount of money spent of guiding nutrition should be looked at. County Councillor Caroline Dickinson confirmed nutrition was included within all the healthy child programmes and healthy school awards etc, and County Councillor Gareth Dadd suggested a balanced approach was needed.

<u>Innovative and Forward Thinking Council</u>

County Councillor Stanley Lumley noted the massive changes to ways of working as a result of the pandemic and the savings made in terms of time, cost and carbon emissions.

In response to his questions, it was confirmed:

- The needs of the organisation
- The lessons learnt from the changes implemented during the pandemic and the benefits that had been derived from those changes would inform the way forward;
- It was unlikely there would be a significant level of return to working in offices before September 2021;
- Thereafter, a blended approach would be implemented subject to the needs of County Council customers and the appropriate delivery of Council services;
- The welfare of staff working from home would remain a key focus
- Work already underway to rationalise the Authority's property portfolio as part of the Modern Council approach had been accelerated because of the steps taken in response to the pandemic. The outcome of the LGR would be another key opportunity

for change;

- Whilst the budget included savings as a result of the pandemic e.g. from a reduction in corporate travel, it was not expected that the same level of savings would be achieved going forward once some Services returned to the pre-Covid delivery mechanisms;

County Councillor Stanley Lumley suggested the reported reduction in carbon emissions did not fully reflect the true picture, as the increased emissions from households, from homeworking and from increased server emissions by the County Council had not been offset. It was noted the configuration of County Hall was set up for data going out but in recent times it had been data going in, which the Technology & Change team were addressing. It was suggested that the change in carbon emissions as a result of the pandemic would be best captured at a national level although levels were likely to rise again once the public ability to travel more, moved back up to pre-Covid levels.

County Councillor Annabel Wilkinson queried whether more could be done to provide a career path through the Council, and it was confirmed that County Council already had a good record for that both through the apprenticeship and graduate programmes. County Councillor Gareth Dadd confirmed the Council's excellent record on apprenticeships using the apprenticeship levy – 110 in the Care Sector and 21 in the Construction Sector. In regard to LGR, he suggested there would be increased career paths and opportunities for Council staff transferring across into the new structure.

Growth

County Councillor Don Mackenzie drew attention to Business and environmental projects listed on page 56 of the report and highlighted the successful completion of the street lighting programme 2years ahead of schedule and the saving made as a result, and recorded his thanks to the street lighting team for their work.

Those thanks were reiterated by County Councillor Derek Bastiman who also questioned what more the County Council could do in conjunction with the LEP to support small and medium size business in response to both the pandemic and Brexit.

County Councillor Andrew Lee confirmed there were already signs of businesses of all sizes getting to grips with the changes required as a result of Brexit, and that support for businesses would continue through partners in the LEP so that they could take best advantage of the emerging opportunities. He also noted that Trading Standards were providing free advice to businesses to help them recover from the pandemic in the lead up to the end of furlough in September.

In regard to the High Street Fund, it was confirmed the County Council was working with partners to put forward ideas and advise on how the money should be spent. It was noted the County Council held positions on both Boards (Whitby and Scarborough), and looked to influence the most appropriate use of the monies.

In regard to affordable housing, it was noted that Brierley Homes looked for the best opportunities for its investments, and took account of the demand for affordable housing and planning etc.

Healthy & Independent Living

Attention was drawn to the graph on page 63 of the report which showed care home rates across the County and the clear issue in the Harrogate area, where 90% of care homes placements were over the County Councils approved rates. It was suggested the rates in the area was caused by a range of factors – the limited availability of workforce in the area, and the age demographic of the area meaning demand was outstripping supply. As a way of intervening in the market, Members noted the plan to purchase land to take forward a scheme for social care in the area.

Richard Webb, Corporate Director for Health & Adult Services confirmed that some parts of the Service had already seen a significant increase in activity since the first lockdown, with a big increase in assessments and increases in Living Well. It was confirmed that as more restrictions were lifted activity would continue to rise. It was noted that some of the changes implemented in Health and Social Care delivery during the pandemic would remain post Covid, taking advantage of the efficiency savings and technology improvements.

Best Start in Life

County Councillor Janet Sanderson confirmed referrals at the front door were being monitored to ensure the appropriate capacity and flexibility within the Social work team was available and the ability to shift resources around to meet demand. She also confirmed:

- a focus on mental health issues going forward;
- the Authority was now seeing the benefits from its social work apprenticeship scheme, which was now in its third year;
- dental appointments for looked after Children remained a concern;
- a backlog in young people awaiting court proceedings;
- Looked After Children

County Councillor Patrick Mulligan confirmed any drop in performance in schools could likely be attributed to the impact of Covid, but with no Ofsted inspections it was hard to properly assess. He also drew attention to changes to Ofsted's framework for inspections and issues around school funding, which would likely have a greater impact on small rural schools. He confirmed proposals were being put to the Government to address it. He also confirmed he was against the idea of extending the school day to enable pupils to catch up of missed school work as a result of school closures.

Stuart Halliday - Corporate Director for Children's Services, confirmed there was national discussion ongoing around catch up for pupils post Covid, with the some additional funding for schools. It was recognised that schools would be best placed to identify those children in need of additional support. He also confirmed the Authority's concerns arising from the changes to the Ofsted framework for inspections and the work ongoing to identify those schools needing additional school improvement support.

County Councillor Janet Jefferson expressed concern around the increase in the number of children in elective home education. She questioned the quality of education being provided, and what was being done to encourage those families to return their children to mainstream schooling. It was noted that it would require a change in legislation to give the Authority powers to intervene. However, steps had been taken to strengthen the Authority's capacity to support and assist parents to make an informed choice.

County Councillor Carl Les thanked Scrutiny Members for their contributions and performance officers for the quality of the update report.

Revenue

County Councillor Gareth Dadd introduced the section of the report on the revenue budget, highlighting the volatile nature of the 2020/21 financial year in terms of budgetary planning. He drew attention to the <£400m net spend, supplemented by a further <£100m additional Covid funding from the Government. He confirmed the Authority remained in good shape but was not yet out of the woods regarding the pandemic, as additional Covid funding tapered away.

He noted the impacts of Covid would continue in the medium term e.g. a probable rise in demand for social care, supply chain pressures and procurement etc, alongside Local Government Reorganisation. He was therefore pleased to note the £9m underspend at this stage but accepted it would likely change as the current financial year progressed. He

drew specific attention to some of the casualties of Covid e.g. parts of adult social care, and the impact of Covid on the MTFS as detailed on page 100 of the report and therefore the need to strive for further savings moving forward.

Treasury Management & Prudential Indicators

County Councillor Gareth Dadd introduced the section of the report on Treasury Management highlighting the fairly good returns on interest being achieved on cash balances and returns on commercial investments which were proving to be a worthwhile venture. In regard to the Authority's external companies, it was noted they were not on preferential interest rates for their capital financing loans from the Authority, as had been reported. They were in fact on commercial rates of 6% plus base. Finally, it was noted that property funds managed by third parties were achieving well and a possible solar farm project was approaching business case stage.

Capital Plan & Expenditure 2020/21

In regard to the Capital Plan and Expenditure, County Councillor Gareth Dadd highlighted the delays resulting from Covid which were expected to reduce over time. Gary Fielding, Corporate Director for Strategic Resources confirmed the underspends would have no net impact on funding for the County Council.

County Councillor Patrick Mulligan left the meeting at 12:33pm.

As there was no questions arising, on any of the above sections of the report, County Councillor Carl Les referred Members to the recommendations on page 163 in the report.

Having considered the report and the information provided at the meeting, the nine remaining members of the Executive agreed to note:

i. the latest position for the County Council's 2020/21 Revenue Budget, as summarised in paragraph 2.1.2.
ii. the position on the General Working Balance (paragraphs 2.4.1 to 2.4.3)
iii. the position on the 'Strategic Capacity – Unallocated' reserve (paragraphs 2.4.4 to 2.4.5)
iv. the performance of the Treasury Management operation during 2020/21 and the outturn position on Prudential Indicators
v. the position on capital outturn as detailed in Appendices A to E

Those members of the Executive also agreed to recommend to the Chief Executive that using his delegate powers, he:

vi Approve the proposed funding of £75k from the Strategic Capacity Reserve to develop a full business case for potential investment in solar power generation, as detailed in paragraph 3.64 of the report;

vii. Recommend to the County Council, the proposed carry forward to 2021/22 of the net capital underspend totalling £13.3m as set out in paragraph 4.14 of the report;

viii. Approve the financing of capital expenditure as detailed in paragraph 4.16 of the report and Appendix F;

ix. Approve the proposed acquisition of land on the east side of Beckwith Head Road, Beckwith, Harrogate as detailed in paragraph 4.28 of the report;

Resolved –

The Chief Executive considered the report, additional information provided at the meeting and the views of the Executive, and resolved to implement the recommendations of the Executive.

583 Proposals for Changes to Public Highway as part of Transforming Cities Fund

Programme

Considered –

A report of the Corporate Director for Business and Environmental Services seeking approval to undertake preliminary and detailed design of the recommended highways options for the Transforming Cities Fund programme following Public Consultation.

County Councillor Gareth Dadd left the meeting at 12:36pm.

It was noted that emails had been received from two members of the public and a response had been issued by the Corporate Director.

County Councillor Don Mackenzie presented the report which detailed the County Council's progress on leading on a £31.1m programme with its partners at Skipton and Selby District Councils and Harrogate Borough Council, under a funding agreement with the West Yorkshire Combined Authority.

Karl Battersby, Corporate Director for Business & Environmental Services provided an overview of the report focussing on the County Council's lead role on delivering the programme within a tight timescale, the consultation that had taken place on each of the proposed schemes, and the resulting findings.

He provided an outline of the two options for Station Parade in Harrogate and the plan for the eastern section of James Street. He confirmed further detailed design and modelling works were required to understand the impact of those plans on the highway. He also noted a TRO would be required for James Street.

He went on to outline the other two schemes in Selby and Skipton and confirmed the next steps to progress all three projects, which included some further public consultation later in 2021. He confirmed there would be a focus on ensuring the schemes had no negative impact on local businesses.

County Councillor Don Mackenzie took the opportunity to reassure the business community in Harrogate who had lobbied strongly regarding the gateway scheme, that the proposal was not intended to make it more difficult for them and their customers to travel to Harrogate, but rather to attract more visitors to the town centre.

County Councillor Carl Les stressed there would be further opportunities for members of the public to provide feedback on the proposals.

Specifically in regard to the modelling for the Harrogate scheme, County Councillor Michael Harrison noted that it would need to take account of it being the main north south route through the town. Any negative impact on travel times for through traffic would need to be balanced against the positive impacts from the scheme. County Councillor Paul Haslem suggested case studies from other part pedestrianised town centres should be considered to understand the benefits gained, in order to give some balance to the fears of retailers being expressed.

Karl Battersby, Corporate Director for Business & Environmental Services confirmed the modelling work had been based on regional traffic growth pre-covid, considered to be the worst case scenario.

Having considered the report and the information provided at the meeting, the eight members of the Executive present at the meeting agreed to recommend to the Chief Executive that using his delegated powers, he:

i) Approve the taking forward of the highway proposals for the Transforming Cities Fund

projects in Harrogate, Skipton and Selby, for preliminary and detailed design and consultation, subject to the following:

(a) further design and consultation is undertaken on the Harrogate 1 Lane Station Parade option only;

(b) further design and consultation is undertaken on James Street based on full pedestrianisation incorporating the ability to retain an unobstructed width such that traffic could be accommodated if necessary;

(c) a Final Business Case will be presented prior to implementation and a further decision from the Executive will be sought to agree any recommended implementation of the final designs later in 2021;

(d) decisions on how to progress with the variant options at Selby which do not directly affect the existing highway network are delegated to the Corporate Director for BES working with Selby District Council and Network Rail.

Resolved:

The Chief Executive considered the report, additional information provided at the meeting and the views of the Executive, and resolved to implement the recommendations of the Executive.

584 Appointments to Outside Bodies

Considered –

A report of the Assistant Chief Executive (Legal and Democratic Services) seeking approval to extend the existing appointments to the Outside Bodies to the end of the current Council in May 2022, and to appoint one member and a substitute to the York and North Yorkshire Local
Enterprise Partnership Overview and Scrutiny Board.

Having considered the proposals in the report and additional proposals put forward by the Leader at the meeting, members of the Executive agreed to recommend to the Chief Executive that using his delegated powers, he approve:

i. An amendment to the name of County Councillor Michael Harrison's Executive Member portfolio post to – Executive Member for Adult Social Care & Health Integration, including Health & Wellbeing Board and Extra Care;

ii. The extension of existing appointments to the Outside Bodies, to the end of the current Council in May 2022;

iii. The appointment of County Councillor Caroline Goodrick and County Councillor Helen Swiers (as a Substitute) to the York and North Yorkshire Local Enterprise Partnership Overview and Scrutiny Board;

iv. Two Executive Members appointments – County Councillor Michael Harrison to Humber Coast & Vale Integrated Care System, and County Councillor Caroline Dickinson to West Yorkshire & Harrogate Integrated Care System;

Resolved:

The Chief Executive considered the report, additional information provided at the meeting and the views of the Executive, and resolved to implement the recommendations of the Executive.

585 Area Constituency Committee Feedback Report

Considered – A report of the Assistant Chief Executive (Legal & Democratic Services) providing an overview of the key issues considered at recent Area Constituency Committee meetings.

As members of the Executive had no questions, they agreed to note the report. The Leader also expressed his thanks to the local MPs for their continued attendance at the Area Constituency Committee meetings.

586 Forward Plan

Considered –

The Forward Plan for the period 17 May 2021 to 31 May 2022 was presented.

Resolved - That the Forward Plan be noted.

The meeting concluded at 12.57 pm.

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Dated **2021**

NORTH YORKSHIRE COUNTY COUNCIL

and

HARROGATE AND DISTRICT NHS FOUNDATION TRUST

SECTION 75 PARTNERSHIP AGREEMENT

Contents

THIS DEED IS MADE ON

BETWEEN

(1) **North Yorkshire County Council** of County Hall, Racecourse Lane, Northallerton, DL7 8AD (the "**Council**")

(2) **Harrogate and District NHS Foundation Trust** of Lancaster Park Road, Harrogate, North Yorkshire, HG2 7SX (the "**Trust").**

WHEREAS

(A) The Council is a Local Authority established under the Local Government Act 1972 (as amended) and by virtue of Part 1 of the Care Act 2014 the Council is responsible for ensuring access to, commissioning and/or providing early year's and health services on behalf of the population of North Yorkshire.

(B) The Trust is an NHS Foundation Trust established under Section 35 of the National Health Service Act 2006 ("**2006 Act**").

(C) Section 75 of the National Health Service Act 2006 and the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. 617 ("**Regulations**") enable NHS bodies to exercise prescribed local authority health-related functions and for local authorities to exercise various prescribed NHS functions. The power to enter into section 75 agreements is conditional on the following:

- The arrangements are likely to lead to an improvement in the way in which those functions are exercised.
- The partners have jointly consulted people likely to be affected by such arrangements.

(D) The health-related functions that could be exercised by an NHS body on behalf of the Council under a Section 75 agreement include health visiting and school nursing.

(E) The Partners enter into this Agreement in exercise of the powers in Section 75 of the 2006 Act and the Regulations in order to establish a framework for the exercise of health related functions, and the integrated provision of the 0-19 healthy child service to eligible people within the Council's administrative area in accordance with the terms of this Agreement. The delivery of the service is managed through joint governance mechanisms in which both the Trust and Council participate through a process of co-operation and joint working.

(F) The objective of this Agreement is to improve outcomes for children aged 0 to 19 and their families, through the provision of an integrated service. The service will be known as the 0-19 Healthy Child Service ("**the Service**"). This will be achieved through close working between the NHS and Local Government and which is pursuant to the obligations for the Partners to co-operate with each other in providing such services in accordance with Section 82 of the 2006 Act

(G) The Agreement promotes and implements the joint delivery and support of the Service by bringing together public health, children's social care and NHS services to ensure that the Services is an integrated part of comprehensive, multi-agency services for children and young people. The Partnership Arrangements will allow for more coordinated approaches to the delivery of the Service, leading through shared outcomes, coordinated support and joined up oversight. This will enable improved efficiency within the system and better experience and outcomes for people accessing services. The aims and objectives of the Partners are set out in Clause 3.

(H) The Partners intend to develop their partnership over time and move towards further integration in respect of service provision. Key work streams including looking at further integration of working practices and pathways, co-location of services, integrated data and information systems and, potentially, service management. The ongoing aim is to ensure that needs and issues are identified early, and the right interventions and support by the right practitioner at the right time and place are

implemented. During the Agreement the Partners will continually pursue opportunities for children's services integration, wider partnership working, and integrated provider management approaches.

(I) This Agreement follows consultation jointly by the Partners with such persons as appear to the Partners to be affected by these arrangements and these arrangements contribute to the fulfilment of the objectives set out in the Health Improvement Plan as required under the Regulations.

(J) The Partners are satisfied that the arrangements contemplated by this Agreement are likely to lead to an improvement in the way that their funds and services for children and young people aged 0-19 and their families are managed and delivered.

(K) The Council and the Trust have approved the terms and conditions of this Agreement.

(L) The Partners are entering into this Agreement in exercise of powers referred to in Section 75 of the 2006 Act.

OFFICIAL - SENSITIVE

1 DEFINED TERMS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-

"2000 Act" means the Freedom of Information Act, 2000;

"2006 Act" means the National Health Service Act, 2006;

"Additional Services" means any services that are not included in the Services on the Commencement Date but are subsequently included within the scope of this Agreement by agreement between the Partners in accordance with Clause 35;

"Agreement" means this Agreement, Schedules and Annexes and any variation of it from time to time agreed by the Partners;

"Aims and objectives" means as described in Clause 3 of this Agreement;

"Annual Review" means a review undertaken by the Partners to demonstrate the extent to which the Aims and Objectives have been delivered for each year of the Agreement;

"Authorised Officers" means the person notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner (which person shall until further notice be for the Council its Commissioning Manager Health and Inclusion and for the Trust its General Manager for North Yorkshire);

"Change in Law" means a change in Law that impacts on the Partnership Arrangements, which comes into force after the Commencement Date;

"Commencement Date" means 1 July 2021;

"Council" means North Yorkshire County Council (and any successor to its statutory function);

"Council Health Related Functions" means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the provision of the Services as further set out in Schedule 2 including in particular the functions under Section 2B and 6C (1) of the 2006 Act;

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

"Data Protection Legislation" means, for the periods in which they are in force in the United Kingdom, the GDPR, the Data Protection Act 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

"Exit Strategy" means an exit strategy agreed between the Partners within six (6) months of the Commencement Date of this Agreement;

"Expiry Date" means 31 March 2024;

"Financial Contributions" means the financial contributions of the Partners as set out in Schedule 3;

"Financial Year" means the financial year from 1st April in any year to 31st March in the following calendar year;

"GDPR" means (a) the General Data Protection Regulation (Regulation (EU) 2016/679); and (b) any equivalent legislation amending or replacing the General Data Protection Regulation;

“Health Improvement Plan” means the local NHS health improvement and modernisation plan which applies to the Trust and any other plan known to incorporate the Aims and Outcomes;

"Healthy Child Board" means the Healthy Child Board (previously named the Healthy Child Shadow Board) which shall be the joint officer group responsible for the review of performance and oversight of this Agreement as set out in the governance arrangements in Schedule 4;

“Healthy Child Mobilisation Group” means the Healthy Child Mobilisation Group (previously the Healthy Child Operational Working Group) which shall be the joint group responsible for overseeing the mobilisation and delivery of the Service as set out in the governance arrangements in Schedule 4;

"Information Commissioner" means the UK's supervisory authority in relation to information rights, based at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF;

"Law" means any applicable law (including but not limited to decisions of the European Court of Justice) provision of the EC Treaty, legislation of the European Union, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice (to the extent that such policy, guidance or code is legally binding) rule of court or directions or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

"NHS Functions" means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the Trust as are relevant to the provision of the Services, including in particular those set out in Schedule 2;

"Partners" means the parties to this Agreement and the term “Partner” shall mean either one of them; the term “Partnership” shall be construed accordingly;

“**Partnership Arrangements**” means the arrangements made between the Partners under this Agreement;

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

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

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

“Quarter” means one of the following periods in each Financial Year:

(a) 1 April to 30 June (quarter one);

(b) 1 July to 30 September (quarter two);

(c) 1 October to 31 December (quarter three); and

(d) 1 January to 31 March (quarter four);

"Regulations" means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. 617 as amended by the Care Act 2014 (Consequential Amendments) (Secondary Legislation) Order, 2015 and other amendments as may be made from time to time;

"Regulatory Body" means a government department and regulatory, statutory and other entities committees and bodies which whether under statute, rules and regulations, codes of practice or otherwise are entitled to regulate or investigate the matters dealt with in this Agreement or any other affairs of either of the Partners;

"Service" means the 0-19 Healthy Child Service as set out in in **Schedule 1** (Service Specification);

"Service Improvement Plan" means the plan developed by the Trust in response to its internally commissioned independent review of the Service, which sets out how the Trust is going to address issues identified with the Service. For the avoidance of doubt, this plan is separate to the Service Transformation and Improvement Plan;

"Service Transformation and Development Plan" has the meaning set out in Clause 8;

"Service User" means any eligible person receiving or entitled to receive the benefit of the Service;

"Trust" means Harrogate and District NHS Foundation Trust (and any successor to its statutory functions);

"TUPE" means the Transfer of Undertakings (Protection of Employment Regulations) 2006;

"VAT Guidance" means the guidance published by the Department of Health entitled "VAT arrangements for Joint NHS and Local Authority Initiatives including Disability Equipment Stores and Welfare- Section 31 Health Act 1999" as amended or replaced from time to time;

"**Working Day**" means any day other than Saturday, Sunday, a public or bank holiday in England.

1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.

1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.

1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.

1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.

1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.

1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.

1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency

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

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

2 COMMENCEMENT AND DURATION

2.1 This Agreement will come into force on the Commencement Date.

2.2 Unless terminated earlier in accordance with Clause 30 or other prior lawful termination and subject to Clauses 2.3, 2.4 and 2.5, the Agreement will terminate on the Expiry Date.

2.3 The Partners may extend this Agreement for a period of 3 years by agreement in writing, subject to approval of the Partners ("**the First Extension**"). The First Extension will commence on the day after the Expiry Date.

2.4 The Partners may extend this Agreement for a further period of 2 years beyond the First Extension, ("**the Second Extension")** by agreement in writing, subject to the approval of the Partners. Extension will commence on the day after the expiry of the First Extension.

2.5 The Partners may extend this Agreement for a further period of 2 years beyond the Second Extension ("**the Third Extension")** by agreement in writing, subject to the approval of the Partners. The Third Extension will commence on the day after the expiry of the Second Extension.

2.6 The Partners will aim to enter into discussions about whether to extend this Agreement 18 months prior to the Expiry Date. The Partners will aim to enter into discussions about whether to further extend the Agreement 18 months prior to the expiry of each subsequent period of extension i.e. 18 months prior to the expiry of the First Extension and 18 months prior to the expiry of the Second Extension. Any agreement to extend this Agreement will be formally confirmed in writing by the Partners 12 months prior to the Expiry Date or, as applicable, 12 months prior to the expiry of the First Extension or 12 months prior to the expiry of the Second Extension, unless otherwise agreed by the Partners.

3 AIMS AND OBJECTIVES

3.1 The Partners have agreed to enter into partnership arrangements as described in this Agreement for the purpose of developing and providing the Service as set out in **Schedule 1**.

3.2 The overall strategic aim of the Service will be to ensure the delivery of high quality services for children and families through joint working across the health and social care system.

3.3 The strategic objectives of the Partnership are:

3.3.1 To ensure the effective and efficient management and delivery of the Service;

3.3.2 To ensure that the Service forms an integrated part of multi-agency children's and young people's services across North Yorkshire, with clear links and connectivity with early help and preventative services, children's social care and paediatrics and other services;

3.3.3 Through sharing resources and working in collaboration, to improve service, performance, quality and outcomes for families and children and young people;

3.3.4 To ensure that services are children, young people and family focused, and responsive to identified needs;

3.3.5 To deliver seamless services through effective multi-agency and multi-disciplinary planning, communication and processes;

3.3.6 To ensure value for money and efficient use of resources, maximising income where at all possible and avoiding duplication;

3.3.7 To respond to gaps in service delivery through improved service design, and inform commissioning intentions;

3.3.8 To increase the range of skills, professional and organisational, available for the provision of services and provide a diverse range of learning and development opportunities for staff.

4 PRINCIPLES

4.1 The Partners agree to adopt the following principles when carrying out this Section 75 agreement:

4.1.1 To be openly accountable for performance of the Partners' respective roles and responsibilities set out in this Section 75;

4.1.2 To communicate openly and transparently about major concerns, issues or opportunities relating to the delivery of this Section 75;

4.1.3 To commit to learn, develop and seek to achieve full potential from the Service;

4.1.4 To share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

4.1.5 To adopt a positive outlook and behave in a positive, proactive manner;

4.1.6 To act in the best interests of Service Users and their families and to ensure that they are always at the forefront of decision making;

4.1.7 To adhere to statutory requirements and evidence based best practice, complying with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;

4.1.8 To act in a timely manner, recognising the time-critical nature of the project and to respond accordingly to requests for support;

4.1.9 To act in good faith to support achievement of the key objectives and compliance with these principles; and

4.1.10 To provide coherent, timely and efficient decision-making.

4.2 The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement 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.

5 FUNCTIONS

5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of the Services in accordance with the terms of this Agreement.

5.2 The Council agrees that the Trust will exercise the Council's Health Related Functions to the extent necessary for the purposes of performing its obligations under this Agreement in conjunction with the NHS Functions.

5.3 The Council Health Related Functions that are being exercised under the Agreement by the Trust are further set out in Schedule 2 of this Agreement. The NHS Functions which the Trust will exercise in conjunction with the Council Health Related Functions are described in Schedule 2 of this Agreement.

6 SERVICES

6.1 The Trust agrees to provide the Service in accordance with the Service specification in Schedule 1 and subject to the governance arrangements set out in Schedule 4. The Trust will be responsible for the management and the delivery of the Services under this Agreement.

6.2 The Trust shall ensure that all relevant legislation and statutory guidance in relation to delivery of the Service are complied with and shall manage its staff and the Service in accordance with all such legislation and statutory guidance.

6.3 From the Commencement Date and until such time as the process set out in Clause 6.4 is agreed by the Healthy Child Board and implemented, if the Trust wishes to make any significant or material change to the daily operational procedures and processes (e.g. safeguarding arrangements) adopted by the Trust to deliver the Service, the Trust will report the proposed change to the Healthy Child Board for agreement prior to implementation. For the avoidance of doubt "significant or material change" includes any issue that is reported to the Trust operational team or executive directors. If the Trust needs to make such a significant or material change urgently and there is no meeting of the Healthy Child Board scheduled within the required response time as indicated by the Trust, the Trust will report the changes to the Council's Director of Children and Young People's Services and its Director of Public Health explaining the need for urgent approval. The Council's Director of Children and Young People's Services and its Director of Public Health will liaise with the Trust and consider whether the changes can be agreed, with the aim of responding respond within the timeframe requested by the Trust.

6.4 The Trust will use reasonable endeavours to develop Operational Pressure Escalation Levels ("**OPEL**") for the purpose of delivery of the Service by 31 December 2021. The OPEL will describe the different levels of pressure on the Service and an appropriate Service level response for each level. The proposed OPEL will be taken to the Healthy Child Board for agreement prior to implementation. Following agreement by the Healthy Child Board and implementation of the OPEL, the Trust will have authority to make the agreed response depending on the level of service pressure, in accordance with the OPEL. Should there be any other proposed changes in the daily operational procedures and processes outside of the changes described in the OPEL (e.g. safeguarding arrangements) that need to be adopted by the Trust to deliver the Service, the Trust will report the proposed change to the Healthy Child Board for agreement prior to implementation. When such a change is required to be made urgently, and the relevant timeframe means the matter cannot be considered by the Healthy Child Board by the next scheduled meeting, the changes will be reported urgently by the Trust to the Council's Director of Children and Young People's Services and Director of Public Health (or their agreed deputy), who will liaise with the Trust and consider whether the changes can be agreed. The Council will aim to respond within the timeframe requested by the Trust.

6.5 Other services may be included in the Agreement if they are intended to meet the needs of the Service Users, meet the agreed joint Aims and Objectives of the Partners as described in Clause 3, and the Healthy Child Board so determines, subject to the Agreement being formally varied in accordance with Clause 35.

7 STAFFING

7.1 The Trust shall ensure that adequate staff are allocated to the provision of the Service, and that those staff members are competent and able to carry out their duties, including but not limited to, having the appropriate and up-to-date qualifications where applicable to that role.

7.2 Staff remain subject to their respective employer's terms and conditions and employment policies.

7.3 Each Partner will bear responsibility for all costs associated with their directly employed staff, including basic costs of employment and associated non- pay costs including professional indemnity, and costs associated with development and training.

7.4 The Trust will invite the Council to take part in the recruitment process for the recruitment of senior positions within the Service. For the purpose of this recruitment, senior posts refers to operational director, general manager and service manager (or any equivalent role) and if appropriate, clinical/professional leadership posts. Where such senior positions are mainly or wholly focused on North Yorkshire services, the Council will automatically be involved in the final decision making panel (unless otherwise agreed with the Council's Director of Children and Young People's Services and Director of Public Health). The Trust will include this information in its update to the Healthy Child Board on the workforce position, which will be provided in accordance with Clause 16.2.5 of this Agreement.

7.5 The Partners may wish to develop/create integrated service functions in the future.

8 SERVICE TRANSFORMATION AND DEVELOPMENT PLAN

8.1 The Partners shall prepare a Service Transformation and Development Plan for the Service which shall operate for the entirety of this Agreement. The Service Transformation and Development Plan shall:

8.1.1 set out the agreed Aims and Outcomes for each specific Service and any Additional Services;

8.1.2 describe any changes or development required for the specific Service; and

8.1.3 provide information on how changes in funding or resources may impact the specific Service.

8.2 The Service Transformation and Development Plan shall be developed by the Partners within the first six (6) months from the Commencement Date and shall continually be developed throughout the Agreement.

8.3 The development of the Service Transformation and Development Plan will be led by the Trust and will involve a collaborative approach with both Partners working together to agree the contents. The Service Transformation and Development Plan will be developed with the Healthy Child Mobilisation Group and approved by the Healthy Child Board.

8.4 In the event that any agreed changes to the Service Transformation and Development Plan results in any increases or reductions in the level of services in the scope of the Agreement, the partners shall vary the Agreement in accordance with Clause 35. It is acknowledged that the Partners may be required to agree corresponding adjustments to the financial arrangements as set out in Schedule 3 of this Agreement.

8.5 If the Partners cannot agree the contents of the Service Transformation and Development Plan or any subsequent changes to the Service Transformation and Development Plan, the matter shall be dealt with in accordance with Clauses 29.1 and 29.2. Pending the outcome of the dispute resolution process (without for the avoidance of doubt does not include the mediation process set out in Clauses 29.3 to 29.27 or termination of the Agreement under Clause 30), the Partners shall continue to provide the Service on the same basis as the Services were provided as at the Commencement Date or in accordance with the latest agreed version of the Service Transformation and Development Plan, as applicable.

9 PERFORMANCE MANAGEMENT

9.1 The Partners shall adhere to the performance management framework set out in Schedule 5.

9.2 Either Partner can request the Healthy Child Board to commission an:

9.2.1 independent review of the Service; or

9.2.2 a peer review in respect of the Service.

9.3 The Council's Director of Children and Young People's Services and Director of Public Health reserve the right to trigger an independent review or a peer review (as set out in Clause 9.2 above) in respect of the Service if for whatever reason, the Healthy Child Board does not agree to commission such a review.

9.4 If an independent review or peer review is commissioned under Clause 9.2 or 9.3, both Partners will co-operate fully with the review and agree to share any findings in a transparent and open way.

10 FINANCIAL ARRANGEMENTS

10.1 The financial arrangements in respect of the delivery of this Agreement shall be as described in Schedule 3, which may be amended from time to time in accordance with Clause 35.

10.2 Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement.

10.3 For the avoidance of doubt, it is not the intention of the Partners through this Agreement to establish a Pooled Fund, although there is nothing in this Agreement that precludes the Partners from doing so if subsequently agreed in accordance with Clause 35. If the Partners do agree to establish a Pooled Fund, the Parties recognise that this Agreement will require amendments to ensure compliance with the Regulations.

10.4 To enable the Council to understand the joint financial and performance position for the Service, the Trust will work on an "open book" basis and report on the financial and performance position of the Service to the Healthy Child Board as required by Clause 16.2.2 of this Agreement.

10.5 The Council will report to the Trust on an "open book" basis in respect of the Public Health Grant. This includes details of the national allocations (as relevant to the Council) and any increases or changes to the Public Health Grant.

11 RISK SHARE, OVERSPENDS AND UNDERSPENDS

Risk Share

11.1 No risk share arrangements shall apply to this Agreement unless otherwise agreed in accordance with Clause 35. For the avoidance of doubt, each Partner shall manage their own risks in respect of their respective financial and resource contribution to the Service as set out in Schedule 3.

11.2 NOT USED

Overspends

11.3 Subject to Clauses 11.4 and 11.6, liability for any overspends shall sit with the Trust save where the Council and the Trust agree otherwise and the Council confirms the position in writing.

11.4 Notwithstanding the position as set out in Clause 11.1 and 11.3 above, where there is a financial pressure for either Partner, both Partners commit to working collaboratively to discuss how this might be addressed. Partners will work together and flexibly with respect to any overspends and underspends that arise. This could, for example, look at phasing any overspends where appropriate and also balancing off any underspends against non-funded pay costs.

11.5 The Trust shall make the Council aware of any potential overspend as soon as it becomes aware of this possibility. The Trust will confirm reasons for the overspend, both current and projected.

11.6 The Council, if notified by the Trust in accordance with Clause 11.5, shall use reasonable endeavours to agree recommendations with the Trust for action to bring the budget back into balance.

Underspends

11.7 The Trust shall make the Council aware of any potential underspends prior to the end of the Financial Year.

11.8 The benefit of any underspend at the end of the Financial Year will be agreed between the Partners with the intention to reinvest in the Service.

11.9 Subject to Clause 31.4, the benefit of any not already committed underspend on termination or expiry of this Agreement (whichever is appropriate) shall be repaid in full to the Council.

12 CAPITAL EXPENDITURE

12.1 The Financial Contributions shall be directed exclusively to revenue expenditure. Any arrangements for the sharing of capital expenditure shall be made separately and in accordance with section 256 (or section 76) of the NHS Act 2006 and Directions made thereunder.

13 SET UP COSTS

13.1 Each Partner shall bear its own costs of the establishment of the Partnership Arrangements under this Agreement.

14 PREMISES/NON-FINANCIAL CONTRIBUTIONS

14.1 As at the Commencement Date the list of the premises owned by the Council from which parts of the Service may be delivered (the "**Council Premises**") are:

14.1.1 Atmosphere, Pickering;

14.1.2 Bedale Children's Centre, Bedale;

14.1.3 Bilton Children's Centre, Harrogate;

14.1.4 Briercliffe Children's Centre, Scarborough;

14.1.5 Colburn Children's Centre, Colburn;

14.1.6 County Hall, Northallerton;

14.1.7 Eastfield Pinder Hub/Outspace, Scarborough;

14.1.8 Knaresborough Children's Centre, Knaresborough;

14.1.9 Norton/Malton Ryedale Children's Centre;

14.1.10 Oak Beck House, Harrogate;

14.1.11 Richmond Youth Centre, Richmond;

14.1.12 Ripon and Harrogate Prevention Hub;

14.1.13 Sandpiper, Selby;

14.1.14 Skipton Children's Centre, Skipton; and

14.1.15 Thirsk and Sowerby Children's Centre, Thirsk.

14.2 The Partners acknowledge that the Council Premises named in Clause 14.1 may change by agreement in writing between the Partners. The Healthy Child Board will review the Council Premises regularly with a view to promoting co-location between the Service and other children and young

person teams, whilst noting that the Trust is subject to a statutory duty to involve services users in the development and consideration of proposals for service change.

14.3 The Council will make the Council Premises available to the Trust for the delivery of the Services and additional usage in relation to Service delivery including, but not limited to, meetings and training that relate to the Service. For the avoidance of doubt, any use of the Council Premises by the Trust must be directly linked to the Services.

14.4 The Council will grant a license for the Trust to enter the Council Premises on a non-exclusive basis for the delivery of the Service. Such license will terminate automatically on the termination of this Agreement for any reason. The costs associated with the license fall outside of this Agreement.

14.5 There are no other non-financial contributions by the Partners.

15 GOVERNANCE

15.1 The governance arrangements in respect of this Agreement are set out in Schedule 4.

15.2 The Trust shall nominate its Authorised Officer, who shall be the main point of contact for the Council and shall be responsible for representing the Trust and liaising with the Council's Authorised Officer in connection with the Partnership Arrangements.

15.3 The Council shall nominate the Council's Authorised Officer, who shall be the main point of contact for the Trust and shall be responsible for representing the Council and liaising with the Trust's Authorised Officer in connection with the Partnership Arrangements.

15.4 The Authorised Officers shall be responsible for taking decisions concerning the Partnership Arrangements on behalf of their respective organisations, unless they indicate that the decision is one that must be referred to their respective boards or committees. All decisions in respect of this Agreement shall be made by each Partner in line with its own Standing Orders and Scheme of Delegation.

15.5 The Partners shall each nominate officers to the Healthy Child Board in accordance with Schedule 4 terms of reference for the Healthy Child Board. The terms of reference for the Healthy Child Board, as at the Commencement Date, are set out in Schedule 4. The terms of reference for the Healthy Child Board may be amended from time to time by agreement between the Partners in writing).

15.6 The Partners shall each nominate officers to the Healthy Child Mobilisation Group in accordance with the terms of reference for the Healthy Child Mobilisation Group. The terms of reference for the Healthy Child Mobilisation Group, as at the Commencement Date, are set out in Schedule 4. The terms of reference for the Healthy Child Mobilisation Group may be amended from time to time by agreement between the Partners in writing.

16 QUARTERLY REVIEW AND GENERAL REPORTING

16.1 The Partners shall carry out a joint quarterly review of the Partnership Arrangements within 30 days of the end of each reporting Quarter. The aim of the review is to identify and consider new issues as have arisen during the Quarter and to address/confirm progress in respect of previously agreed actions.

16.2 The Trust shall submit a quarterly report to the Healthy Child Board setting out:

16.2.1 Progress against the Service Improvement Plan;

16.2.2 Financial management information including programme budget, programme costs and narrative describing the financial position and performance against the Service Improvement Plan;

16.2.3 A summary of new issues/actions arising during the Quarter and a summary of progress against previously agreed actions;

16.2.4 the Service delivery against the agreed outcomes and performance as set out in Schedule 5; and

16.2.5 an update on the workforce position including key risk and mitigations to the partnership such as staffing capacity, sickness absence and recruitment.

16.3 Ahead of every regular meeting of the Healthy Child Board, the Trust will prepare and submit a report addressing staff recruitment and retention, feedback and actions arising from staff surveys and any other issues impacting upon staff working within the Service.

16.4 By 30 June 2022, the Healthy Child Mobilisation Group will have produced a report addressing how the Service, including its management and practices, will become more integrated with other local services. The report will be submitted to the Healthy Child Board for consideration at the next scheduled meeting. The Healthy Child Board will consider the report and agree an action plan for implementation by the Partners.

17 ANNUAL REVIEW

17.1 The Partners agree to carry out a review of the Partnership Arrangements within three months of the end of each Financial Year ("**Annual Review**)" in line with the process set out in Clauses 17.3 and 17.4 of this Agreement.

17.2 The scope of the Annual Review will be agreed by the Healthy Child Board in advance and will include as a minimum:

17.2.1 the performance of the Partnership Arrangements against the Aims and Objectives set out in Clause 3 of this Agreement;

17.2.2 the performance of the individual Service against the service levels and other targets contained in this Agreement;

17.2.3 plans to address any underperformance in the Services;

17.2.4 actual expenditure compared with agreed budgets, and reasons for and plans to address any actual or potential underspends or overspends;

17.2.5 review of plans and performance levels for the following year; and

17.2.6 plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.

17.3 The Healthy Child Mobilisation Group will, as part of the Annual Review, review the Service and the Partnership Arrangements, having regard to the scope of the Annual Review agreed by the Healthy Child Board in accordance with Clause 17.2, and prepare a report for consideration by the Healthy Child Board. The Healthy Child Board will review the report, together with the Council's Director of Public Health; the Director of Strategic Resources and/or the Assistant Director of Strategic Resources for the Council, and consider and agree any recommendations for the Service that are to be made to the Trust's Board and the Council.

17.4 The Healthy Child Board will agree a final version of the report for submission to both the Trust's board and to the Council for approval.

18 STANDARDS

18.1 The Partners shall collaborate to ensure that the Partnership Arrangements are discharged in accordance with:

18.1.1 the service standards set out in Schedule 1 and Schedule 5;

18.1.2 the prevailing standards of clinical governance;

18.1.3 the requirements specified by the Care Quality Commission and any other relevant external regulator.

18.2 The Trust shall ensure its operational guidance and procedures reflect compliance with this Clause 18. In particular the Trust shall comply with the North Yorkshire Safeguarding Policy.

18.3 The Trust shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability.

19 HEALTH AND SAFETY

19.1 The Trust shall (and shall use reasonable endeavours to ensure its Representatives) comply with the requirements of the Health and Safety at Work etc Act 1974 and any other legislation, orders, regulations and codes of practice relating to health and safety, which may apply to the Service and persons working on the Service.

19.2 The Trust shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to the Council on request.

19.3 The Trust shall notify the Council if any incident occurs in the performance of the Service, where that incident causes any personal injury or damage to property that could give rise to personal injury.

20 EQUALITY DUTIES

20.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.

20.2 The Trust agrees to adopt and apply policies in its carrying out of the Council's Health-Related Functions, to ensure compliance with their equality duties.

20.3 The Trust shall take all reasonable steps to secure the observance of this Clause 20 by all servants, employees or agents of the Trust employed in delivering the Service described in this Agreement.

21 DATA PROTECTION

21.1 The Partners acknowledge that for the purpose of this Agreement, they are each Data Controllers and agree to comply with their obligations under the Data Protection Legislation and abide by Schedule 6 (Information Sharing Agreement).

22 FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL PROTECTION REGULATIONS

22.1 The Partners acknowledge that each of them is subject to obligations under the 2000 Act ("**FOIA**") and the 2004 Regulations.

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

22.3 Any and all agreements between the Partners as to confidentiality shall be subject to duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 23 if it makes disclosures in accordance with the 2000 Act and/or the 2004 Regulations.

23 CONFIDENTIALITY

23.1 The Partners shall ensure that confidentiality is maintained at all times in all matters relating to the services provided under this Agreement.

23.2 In this Agreement "**Confidential Information**" shall mean any information or data (of whatever nature and however recorded or preserved) of a confidential nature relating to either Partner or its activities or the activities and affairs of its employees, agents, Service Users or relatives, under this Agreement. Save that Confidential Information shall not include information or data that is or becomes:-

23.2.1 generally available to the public otherwise than by reason of breach of the provisions of this Clause;

23.2.2 known to the other Partner and is at its free disposal (having been generated independently by the other Partner or a third party) and not derived directly or indirectly from the Partner's Confidential Information prior to its receipt from the Partner;

23.2.3 subsequently disclosed to the other Partner without obligations of confidence by a third party owing no such obligations to the Partner in respect of that Confidential Information;

23.2.4 required by law to be disclosed;

23.2.5 required by the Local Government Commissioner for England.

23.3 The Partners agree at all times during the continuance of this Agreement to keep confidential all the other Partner's Confidential Information, and only to share such information to the extent permitted by Law. For avoidance of doubt, this Clause shall not affect the rights of any workers under Section 43 A-L of the Employment Rights Act 1996.

23.4 The Partners hereby warrant that in respect of the Confidential Information of the other Partner (including any person employed or engaged by them in connection with this Agreement) they shall:

23.4.1 only use the other Partner's Confidential Information for the performance of their obligations under this Agreement;

23.4.2 not disclose any of the other Partner's Confidential Information to any third party without the prior written consent of the other Partner;

23.4.3 take all necessary precautions to ensure that all the other Partner's Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the performance of their obligations under this Agreement by their employees, servants, agents or sub-contractors;

23.5 Nothing in this Clause 23 shall be deemed or construed to prevent either Partner from disclosing any Confidential Information obtained from the other to any employee, consultant, contractor or other person engaged by them in connection herewith, provided that they shall have obtained from the employee, consultant, contractor or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Clause.

23.6 Upon termination or expiry of this Agreement, howsoever occurring, the Partners shall return or destroy at the direction and request of the other Partner all Confidential Information and all notes and memoranda prepared in relation to the Confidential Information, of the other Partner.

23.7 The Partners must ensure that all matters relating to the individual Service User's circumstances are treated as confidential. When information is to be shared with other agencies a Service User consent form will be signed, the form of which shall be agreed between the Partners.

23.8 The provisions of this Clause 23 shall continue to apply notwithstanding termination of this Agreement.

24 OMBUDSMEN AND INVESTIGATIONS BY REGULATORY BODIES

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

25 AUDIT

25.1 The Trust shall provide to the Council any reports reasonably required concerning the Health-Related Functions for the purposes of their audit on reasonable notice. The Partners shall agree an annual audit schedule pertaining to elements of the Health Related Functions to determine compliance and quality.

25.2 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.

26 INDEMNITY AND INSURANCE

26.1 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by National Health Service Resolution) in respect of all potential liabilities arising from this Agreement. Both Partners will seek to recover any losses incurred as a result of the arrangements set out in this Agreement through the insurance arrangements set out in this Clause 26.1. Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

26.2 Each Partner shall provide to the other upon request such evidence as may reasonably be required to confirm that the insurance arrangements are satisfactory and are in force at all times.

26.3 Subject to Clause 26.3A, the Trust (the "**Indemnifying Partner**") shall indemnify the Council, its officers, employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:

26.3.1 any damage to property real or personal, including any infringement of third party patents, copyrights and registered designs;

26.3.2 any personal injury including injury resulting in death;

26.3.3 any award or recommendation of compensation payable to a Service User following complaint or investigation by the Health Service Commissioner or Local Government Commissioner for England or any similar entity;

arising following the commencement date of this Agreement out of or in connection with the Service, to the extent such damage, cost, liability, loss, claim or proceedings shall be due directly to any negligent act or omission, fraud or a breach of contract in relation to this Agreement, by the Indemnifying Partner, its officers or employees, any fraudulent or dishonest act of any of its officers, employees or contractors or any breach of statutory or common law duty.

26.3A The Trust shall not be required to indemnify the Council for any damage, cost, liability, loss, claim or proceedings under Clause 26.3 to the extent that such damage, cost, liability, loss, claim or proceedings has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Council, its employees or agents or the Healthy Child Board.

26.4 Under this Agreement neither Party shall be liable to the other for any indirect loss of profit, loss of use, loss of production, loss of business, loss of business opportunity, loss of business revenue, loss of goodwill or any claim for consequential loss or for indirect loss of any nature.

26.5 The indemnity shall not apply to any such claim or proceeding:

26.5.1 unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Council shall have notified the Trust in writing of it and shall, upon the Trust's request and at the Trust's cost, have permitted the Trust to have full care and control of the claim or proceeding, using legal representation approved by the Council, such approval not to be unreasonably withheld or delayed; or

26.5.2 if the Council, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the Trust (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the Council, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by Law.

26.6 Each Partner shall keep the other Partner and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the prior written approval of the other Partner (such approval not to be unreasonably withheld).

26.7 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this Clause 26.

26.8 The Partners shall each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding.

26.9 No Council staff will be transferring to the Trust under the terms of this Agreement. The Council therefore warrants that there are no individuals presently employed by the Council (including, for the avoidance of doubt, the Council's Staff) whose contracts of employment will, by virtue of TUPE, would or could be deemed as employees of the Trust after the Commencement Date.

26.10 No Trust staff will be transferring to the Council under the terms of this Agreement. The Trust therefore warrants that there are no individuals presently employed by the Trust (including, for the avoidance of doubt, the Trust's staff) whose contract of employment will, by virtue to TUPE, would or could be deemed as employees of the Council after the Commencement Date.

26.11 Nothing in this Agreement shall absolve the Council or the Trust of their statutory duties to Service Users or others.

27 LIABILITIES

27.1 Subject to Clauses 27.2 and 27.3, 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.

27.2 As the Trust is currently providing the Service under separate service agreements (which will terminate prior to the commencement of this Agreement), all rights and liabilities under these existing agreements are preserved.

27.3 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.

28 COMPLAINTS

28.1 Complaints, incidents and serious incidents related to the Service will be managed by the organisation from which they originate. If there is a complaint in relation to the provision of the Services, the Trust will investigate and respond to the complaint. If there is a perceived benefit in shared accountability the Partners will together take a decision on which Partner is best placed to lead the appropriate process to investigate and respond.

28.2 Where a complaint cannot be handled in the way described above or relates to the operation of the arrangements made pursuant to this Agreement or the content of this Agreement, then the Authorised Officers, or their nominated deputies will set up a complaints subgroup to examine the complaint and recommend remedies.

28.3 Any dispute or uncertainty about which procedure to follow should be resolved jointly by the Patient Experience Team (Trust) and the Complaints Manager (Council).

28.4 Where the complaint is being brought against both the Trust and the Council, it will be managed within the shortest timeframe of whichever Partner.

28.5 Both parties shall co-operate in the investigation of all complaints and will participate in the complaints resolution process as required.

28.6 Both parties shall co-operate in the investigation of enquiries from elected members of the Council.

28.7 The Trust shall ensure that all Services provided and arrangements for complaints are in accordance with its policy and that of the Equality and Human Rights Commission and all or any policies and procedures approved by the Trust as available through its web site under the 2000 Act.

28.8 During the term of the Agreement, the Partners shall work together to develop closer integration on a range of issues including complaints management.

28.9 Each Partner shall use their reasonable endeavours to inform the other Partner of any circumstance reasonably thought likely to give rise to a complaint or in which a complaint has been made.

29 DISPUTE RESOLUTION

29.1 The Partners will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement.

29.2 In the event of a dispute over the application or interpretation of this Agreement, the dispute may be referred by the Partners in writing as follows:

29.2.1 in the first instance to the Authorised Officers or their nominated deputy to resolve through ordinary negotiations within ten (10) days;

29.2.2 in the second instance (if resolution by the Authorised Officers cannot be reached in line with Clause 29.2.1) to, the Healthy Child Board. The members of the Healthy Child Board shall use their best endeavours to resolve such disputes through ordinary negotiations within sixty (60) days;

29.2.3 in the third instance (if resolution by the Healthy Child Board cannot be reached in line with Clause 29.2.2) to, the Chief Executives or relevant Director within each organisation who shall co-operate in good faith to resolve the dispute as amicably as possible within 30 days of service of the notice.

29.3 If the Dispute is not resolved within thirty (30) days following a referral under clause 29.2.3, the Partners shall attempt in good faith to resolve the dispute through the model mediation procedure of the Centre for Effective Dispute Resolution (CEDR).

29.4 If the Partners are unable to agree on the joint appointment of a mediator within five (5) days, they shall make a joint application to CEDR to nominate the mediator.

29.5 The mediator, after consultation with the Partners where appropriate, will:

29.5.1 attend any meetings with either or both of the Partners preceding the mediation, if requested or if the mediator decides this is appropriate and the Partners agree;

29.5.2 read before the mediation each case summary and all the documents sent to him;

29.5.3 chair, and determine the procedure for the mediation;

29.5.4 assist the Partners in drawing up any written settlement agreement; and

29.5.5 abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.

29.6 The mediator (and any member of the mediator's firm or company) will not act for either of the Partners individually in connection with the dispute in any capacity during the Term. The Partners accept that in relation to the dispute neither the mediator nor CEDR is an agent of, or acting in any capacity for, either of the Partners. Furthermore, the Partners and the mediator accept that the mediator (unless an employee of CEDR) is acting as an independent contractor and not as an agent or employee of CEDR.

29.7 CEDR, in conjunction with the mediator, will make the necessary arrangements for the mediation including, as necessary:

29.7.1 nominating, and obtaining the agreement of the Partners to, the mediator;

29.7.2 organising a suitable venue and dates;

29.7.3 organising exchange of the case summaries and documents;

29.7.4 meeting with either or both of the Partners (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and

29.7.5 general administration in relation to the mediation.

29.8 If there is any issue about the conduct of the mediation upon which the Partners cannot agree within a reasonable time, CEDR will, at the request of either Partner, decide the issue for the Partners, having consulted with them.

29.9 The Partners agree to notify the mediator of any of the relevant timescales which they wish to observe.

29.10 Each Partner will state the names of:

29.10.1 the person(s) who will be the lead negotiator(s) for that Partner, who must have full authority to settle the dispute; and

29.10.2 any other person(s) (such as professional advisers, colleagues or sub-contractors) who will also be present at, and/or participating in, the mediation on that Partner's behalf.

29.11 Each Partner will send to CEDR at least 2 (two) weeks before the mediation, or such other date as may be agreed between the Partners and CEDR, sufficient copies of:

29.11.1 its case summary; and

29.11.2 all the documents to which the case summary refers and any others to which it may want to refer in the mediation.

29.12 In addition, each Partner may send to the mediator (through CEDR) and/or bring to the mediation further documentation which it wishes to disclose in confidence to the mediator but not to the other Partner, clearly stating in writing that such documentation is confidential to the mediator and CEDR.

29.13 The mediator will be responsible for sending a copy of each Partner's case summary and supporting documents (pursuant to clause 23.10) to the other simultaneously.

29.14 The Partners should try to agree:

29.14.1 the maximum number of pages of each case summary; and

29.14.2 a joint set of supporting documents or the maximum length of each set of supporting documents.

29.15 The mediation will take place at the time and place arranged by CEDR.

29.16 The mediator will chair, and determine the procedure at, the mediation.

29.17 No recording or transcript of the mediation will be made.

29.18 If the Partners are unable to reach a settlement in the negotiations at the mediation, and only if both the Partners so request and the mediator agrees, the mediator will produce for the Partners a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order but will set out what the mediator suggest are appropriate settlement terms in all of the circumstances.

29.19 Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Partners. The mediator will assist the Partners in recording the outcome of the mediation.

29.20 The mediation will terminate when:

29.20.1 a Partner withdraws from the mediation;

29.20.2 a written settlement agreement is concluded;

29.20.3 the mediator decides that continuing the mediation is unlikely to result in a settlement; or

29.20.4 the mediator decides he should retire for any of the reasons in CEDR's code of conduct.

29.21 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:

29.21.1 information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the dispute of that information; and

29.21.2 all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms.

29.22 All information (whether oral or documentary and on any media) arising out of, or in connection with, the mediation will be without prejudice, privileged and not admissible as evidence or disclosed in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosed in any such proceedings.

29.23 Clauses 29.21 and 29.22 shall not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.

29.24 None of the Partners will call the mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other

proceedings whatsoever. The mediator and CEDR will not voluntarily act in any such capacity without the written agreement of both the Partners.

29.25 CEDR's fees (which include the mediator's fees) and the other expenses of the mediation will be borne equally by the Partners. Payment of these fees and expenses will be made to CEDR in accordance with its fee schedule and terms and conditions of business.

29.26 Each Partner will bear its own costs and expenses of its participation in the mediation.

29.27 Neither the mediator nor CEDR shall be liable to the Partners for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

30 TERMINATION

30.1 Without prejudice to other rights and remedies at law, and unless terminated under clause 30.3, either Partner may terminate this Agreement at any time by giving 18 months' written notice to the other Partner.

30.2 The Partners may, without prejudice to any other provision of this Agreement, agree in writing to terminate the Agreement, and if the Partners so agree, they must agree the date upon which termination takes effect.

30.3 Either Partner (for the purposes of this clause 30.3, the **First Partner**) may terminate this Agreement in whole or part with immediate effect by the service of written notice on the other Partner (for the purposes of this clause 30.3, the **Second Partner**) in the following circumstances:

30.3.1 if the Second Partner is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Partner may only terminate this Agreement under clause 30.3, if the Second Partner has failed to remedy the breach within 28 days of receipt of notice from the First Partner (**Remediation Notice**) to do so.

30.4 Either Partner may terminate this Agreement in whole or part upon a minimum of 12 months' written notice following a failure to resolve a dispute under Clause 29.

30.5 If there is a Change in Law that:

30.5.1 prevents either Partner from complying with its obligations under this Agreement; or

30.5.2 makes provision of the Service significantly more or less onerous for the Trust,

the Partners will discuss the impact on the Services (including any financial impact) and agree a way forward, including whether termination under Clause 30.2 is required.

30.6 The provisions of clause 31 shall apply on termination of this Agreement.

31 CONSEQUENCES OF TERMINATION

31.1 On the termination or expiry of this Agreement, howsoever occurring:

31.1.1 the Partners shall co-operate in good faith in order to terminate this Agreement with as little adverse impact on Services Users and staff as reasonably possible;

31.1.2 the Partners will comply with the Exit Strategy;

31.1.3 premises and assets shall be returned to the contributing Partner in accordance with the terms of their leases, licences or agreed schedule of condition;

31.1.4 any assets purchased in connection with this Agreement/the Services shall be returned to the Partner from whose Financial Contribution the purchase was made;

31.1.5 The Trust shall, at the request of the Council, assign any contracts or parts thereof, which relate to services it performs on behalf of the Council under this Agreement; and

31.1.6 the Trust shall transfer to the Council all records in its possession relating to the Health-Related Functions in accordance with the Data Sharing Agreement at Schedule 6.

31.2 Overspends on termination of the Agreement shall be dealt with in accordance with Clause 11.3.

31.3 Subject to clause 31.4, underspends on termination of the Agreement shall be dealt with in accordance with Clause 11.9.

31.4 The Trust shall be entitled to direct any underspends to the following purposes:

31.4.1 to meet obligations under existing contracts;

31.4.2 to defray the costs of making any alternative arrangements for Service Users; and

31.4.3 to meet the costs of any redundancies arising from the termination of the Partnership Arrangements.

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

31.5.1 Clause 21;

31.5.2 Clause 22

31.5.3 Clause 23;

31.5.4 Clause 26;

31.5.5 Clause 27;

31.5.6 Clause 28;

31.5.7 Clause 34; and

31.5.8 Clause 40.

31.6 In addition to the Clauses listed in Clause 31.5 above, any other provision of this Agreement that expressly or by implication is intended to continue in force on or after termination of this Agreement, howsoever caused, shall remain in full force and effect.

32 PUBLICITY

32.1 No Partner shall issue any press release or any statement containing information relating to or connected with or arising out of this Agreement or the matters contained in it, including information relating to the business or affairs of any other Partner, without obtaining the previous approval of the other Partner such approval to be in relation to its contents and the manner of its presentation and publication or disclosure (such approval not to be unreasonably withheld or delayed).

33 EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

33.1 Nothing in this Agreement shall create a legal partnership as defined under the Partnership Act, 1890 or joint venture between the partners or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

33.2 Neither Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

33.3 Save as expressly provided otherwise in the Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner shall in any way whatsoever have authority to, or hold itself out as having authority to:

33.3.1 act as an agent of the other;

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

33.3.3 bind the other in any way; or

33.3.4 vary, amend revoke or create any byelaw.

34 PROTECTING CHILDREN AT RISK

34.1 The Partners shall at all times act to safeguard and promote the wellbeing of the Service Users. The protection of children at risk and safeguarding is a priority. A new service safeguarding model, agreed with the North Yorkshire Children Safeguarding Partnership, is in place which describes clearly the role of the Service/ programme within the system in North Yorkshire. There is a dedicated safeguarding team to work across the system, but the Partners recognise that all practitioners have a role to play in protecting children and keeping them safe.

34.2 The Partners shall maintain comprehensive procedures that:

34.2.1 promote the safety and welfare of children and adults at risk; and,

34.2.2 comply with any statutory requirements.

34.3 The Trust shall provide training on safeguarding matters to all Service staff, and they shall require all staff to undertake such training, ensuring they have an understanding of their safeguarding roles and responsibilities to a level that is commensurate with their duties to safeguard adults and children and to meet the competencies outlined in any national framework for safeguarding in accordance with the statutory requirements and government guidance relating to safeguarding adults and children.

34.4 The Trust shall maintain and keep training records of all such training undertaken by Service staff so as to evidence the staff's attendance and the level of training undertaken. This training should include active encouragement to staff in respect of whistle blowing if they become aware of suspected abuse.

34.5 The Trust shall ensure that the issue of safeguarding of adults and children is included in its induction procedures for all service staff.

34.6 The Trust must ensure that professional boundaries are maintained between service staff and Service Users so that Service Users are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions or ignorance by the Service staff in accordance with written policies and procedures.

35 VARIATION

35.1 The Partners anticipate that over the lifetime of this Agreement the provisions may need to change in order to support the delivery of the Aims and Objectives and the Service Specification in Schedule 1, which may themselves change from time to time (as agreed between the Partners) to reflect national and local priorities. This Agreement shall not be varied or amended unless such variation or amendment has been agreed in writing and signed by the Partners.

36 ASSIGNMENT AND SUB-CONTRACT

36.1 Subject to Clause 36.2 and other than as required by Law, neither Partner shall:

36.1.1 assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partner, which shall not be unreasonably withheld or delayed.

36.1.2 create any interest, charge or security over or deal in any other manner with this Agreement or part of it without the prior written consent of the other and for the avoidance of doubt, a partner shall be absolutely entitled to withhold such consent;

36.1.3 only sub-contract the performance of this Agreement or any part thereof with the prior written consent of the other partner, which consent the other partner shall be absolutely entitled to withhold;

36.1.4 cease to sub-contract if the other Partner in writing withdraws such consent, save that in such event the partner who has so sub-contracted shall be allowed a reasonable period in which to rearrange its affairs of not less than three months; and

36.1.5 consent to sub-contract (if given) shall not relieve the sub-contracting partner from any liability or obligation under this Agreement.

36.2 The Council may assign, novate, or otherwise dispose of its rights and obligations under this Agreement without the consent of the Trust, provided that such assignment, novation or disposal shall not increase the burden of the Trust's obligations under this Agreement and such assignment, novation or disposal is limited to any legal entity with which the Council merges or which is a successor body of the Council by reason of statutory reorganisation.

36.3 Notwithstanding the Council's right to assign, novate or otherwise dispose of its rights and obligations under this Agreement in accordance with Clause 36.2 above, in recognition of the nature of this Agreement and in keeping with the principles of partnership working set out in Clause 4, the Council agrees to communicate openly and transparently with the Trust (subject to any requirement imposed which prevents the Council from doing so) about the potential for any merger or statutory reorganisation of the Council and any anticipated transfer of this Agreement as permitted by Clause 36.2 above. For the avoidance of doubt, the Council may not be entitled to share information that is not already in the public domain ahead of any formal announcements made in respect of reorganisation.

37 INTELLECTUAL PROPERTY

37.1 In this Clause 37 "**Intellectual Property**" shall mean all copyright, patents trademarks, service marks, database rights, design rights (whether registered or unregistered) and all other similar proprietary rights as may exist anywhere in the world.

37.2 The Partners hereby grant each other a royalty free licence with the right to sub-license to use any of existing Intellectual Property of either Partner required for the performance of the other's obligations under this Agreement in accordance with the provisions of this Agreement. Such license and any sub-licence to expire when this Agreement is terminated or expires howsoever occurring. Upon termination of the licence each Partner shall return or destroy and procure the return or destruction by any sub-licensee at the direction and request of the other Partner all the other Partner's Intellectual Property.

37.3 Any Intellectual Property that arises solely as a result of this Agreement shall be assigned as follows:

37.3.1 If the Intellectual Property relates to the NHS Functions the rights shall be vested in the Trust;

37.3.2 If the Intellectual Property relates to the Council's Health Related Functions the rights shall be vested in the Trust;

37.3.3 Where any Intellectual Property cannot be so determined as being created either in the exercise of NHS Functions or Health Related Functions ("**Joint Intellectual Property**")

then the Joint Intellectual Property shall vest in the Partner in the best position to exploit the Intellectual Property as determined by the Healthy Child Board. The other Partner shall be entitled to be paid royalties at a reasonable rate to be determined by the Healthy Child Board on any commercial exploitation of the Joint Intellectual Property.

37.4 Each Partner hereby grants to the other Partner an irrevocable royalty free license of all Intellectual Property arising in the course of this Agreement, with the right to sub license, to use such Intellectual Property for any purposes the other Partner sees fit, save that where a Partner is receiving royalties from the exploitation of Joint Intellectual Property from the other Partner it shall be entitled to sub-license such Joint Intellectual Property on a commercial basis with the prior consent of the other Partner, such consent not to be unreasonably withheld or delayed.

38 EVIDENCE IN LEGAL PROCEEDINGS

38.1 Each Partner shall if required to do so by the other provide any relevant information in connection with any legal proceedings, internal disciplinary hearing or other hearing arising in connection with this Agreement, save in connection with any proceedings or potential proceedings between the Partners.

38.2 Each Partner shall immediately on becoming aware of any accident, damage or breach of any statutory provision relating to or connected in any way with the Partnership arrangements under this Agreement, notify the other of the said accident, damage or breach.

38.3 Any information or assistance provided by either Partner to the other in accordance with this Clause 38 shall be provided free of charge unless the subject of the proceedings or hearing arose prior to the Commencement Date of this Agreement.

39 ENTIRE AGREEMENT

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

39.2 Each of the Partners acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement, excluding fraudulent misrepresentation.

40 FORCE MAJEURE

40.1 In this Agreement, "**Force Majeure**" shall mean any cause preventing either Partner from performing any or all of its obligations which arises from or are attributable to either acts, events, omissions or accidents beyond the reasonable control of the Partner so prevented including act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination or sonic boom.

40.2 If either Partner is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that Partner shall forthwith serve notice in writing on the other Partner specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay (including exploring the possibility of sub-contracting the Service, subject to the Council's consent), have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Partner, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

40.3 If either Partner is prevented from performance of its obligations, by reason of Force Majeure, for a continuous period in excess of six months, the other Partner may terminate this Agreement forthwith on service of written notice upon the Partner so prevented, in which case neither Partner shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

41 OBSERVANCE OF STATUTORY REQUIREMENTS

41.1 The Partners shall comply and ensure that their employees, agents and sub-contractors shall comply with all the relevant legal provisions, whether in the form of orders, regulations, statutes, statutory instruments, codes of practice, bye laws, directions or governmental guidance or the like, to be performed in connection with this Partnership arrangements under this Agreement.

42 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999

42.1 The Contracts (Rights of Third Parties) Act, 1999 shall not apply to this Agreement.

43 WAIVERS

43.1 The failure or delay of either Partner to exercise a right or remedy provided by this Agreement or by law shall not be construed to be a waiver of the right or remedy. A waiver of a breach of any provision of this Agreement or of a default under this Agreement shall not be construed to be a waiver of any other breach or default and shall not affect the terms of this Agreement.

43.2 A waiver of a breach of any terms of this Agreement or a default under this Agreement will not prevent a Partner from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

44 NOTICES

44.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 44.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

44.1.1 personally delivered, at the time of delivery;

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

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

44.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

44.3 The address for service of notices as referred to in Clause 44.1 shall be as follows unless otherwise notified to the other Partner in writing:

44.3.1 if to the Council, addressed to the Authorised Officer; and

44.3.2 if to the Trust, addressed to the General Manager for North Yorkshire 0-19 Services.

45 SEVERANCE

45.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

45.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid or enforceable.

46 GOVERNING LAW

46.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and the Partners submit to the exclusive jurisdiction of the Courts of England.

47 COUNTERPARTS

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

IN WITNESS whereof the Partners Authorised Officers have signed and executed as a Deed and delivered this Agreement on the day and year first before written.

EXECUTION OF AGREEMENT BY THE TRUST
THE COMMON SEAL of Harrogate and District NHS Foundation Trust
Was hereunto affixed in the presence of:

Authorised Signature……..

Name (print)……

Position……..

Date……

Authorised Signature……..

Name (print)……

Position……..

Date……

EXECUTION OF AGREEMENT BY THE COUNCIL

THE COMMON SEAL of North Yorkshire County Council
Was hereunto affixed in the presence of:

Authorised Signature……..

Name (print)……

Position……..

Date……

SCHEDULE 1– SERVICE SPECIFICATION

OFFICIAL - SENSITIVE

North Yorkshire County Council

Specification for Integrated 0-19 Healthy Child Service

Draft 3 June 2021

A responsive County Council providing excellent and efficient local services

17. Maternal mental health (perinatal depression)
18. Breastfeeding (initiation and duration)
19. Healthy weight, healthy nutrition and physical activity
20. Managing minor illness and reducing hospital attendance and admission
21. Health, wellbeing and development of the child age 2 – 2.5 year old review (integrated review) and support to be 'ready for school'.
22. Health Protection
23. Antenatal and Newborn Screening

SERVICES FOR SCHOOL AGED CHILDREN

24. National Child Measurement Programme (NCMP)
25. Emotional Health and Wellbeing
26. Support for Children who are Elected Home Educated (EHE)
27. Supporting Children, Young People and Families at Risk of Poor Outcomes
28. Comprehensive Assessment – Vulnerable Children, Young People and Families
29. Children with Special Educational Needs and/or Disabilities (SEND)
30. Multi-Agency Child Exploitation (MACE)
31. Support for Children and Young People Attending Pupil Referral Units (PRU)

LOOKED AFTER CHILDREN/CARE LEAVERS

32. Looked After Children/Care Leavers
33. Transition into Adulthood/Services

SERVICE ACCESS AND DELIVERY ENVIRONMENT

34. Service Delivery Location
35. Co-Location
36. Operating Hours
37. Service Environment
38. Inclusion Criteria
39. Exclusion Criteria
40. Access and Referrals
41. Interdependencies with Other Services
42. Moving Out of Area

CHILD PROTECTION AND SAFEGUARDING

43. Child Protection and Safeguarding

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Executive Summary

One of the four North Yorkshire County Council Plan key ambitions for 2023 is that every child and young person has the best possible start in life[1]. Our measure of success in delivering this ambition is that North Yorkshire will be 'A place of opportunity where all children and young people are happy, healthy and achieving' (Children and Young People's Plan).

In order to achieve this ambition local partners are working together to transform the way we plan, design and deliver services and support children, young people and families; with a focus on the things that underpin our outcomes. These include strong attachments to parents and carers and ensuring that parents and carers have the relationships, networks and support they need to raise children and young people. We have started to focus on prevention and early intervention by promoting resilience, and focusing our resources upstream to improve outcomes for children and young people and protect them from harm. The aim is to create positive changes that are widespread, high impact and long lasting.

The North Yorkshire Children and Young People's Plan, *Young and Yorkshire 2* sets out our system approach to meeting the health and wellbeing needs of children and young people (Figure 4). The Plan sets out the ambitious and aspirational approach embraced by partners within the County.

The Plan was informed by the voice of children and young people and their families/carers and sets not only the step-by-step improvements, but also some of the more difficult challenges that sometimes limit children's life chances – whether it be the family they are born into, school they go to or the community they grow up in. The plan acknowledges that these differences are unacceptable and we have set out our commitment to tackle them.

To help achieve our vision, we are working to bring together work programmes under a progressive transformation programme – *The Childhood Futures Programme*. These include the Healthy Child Programme, key delivery elements of North Yorkshire Children and Young People Services and Healthy School Programme. Three areas form the initial focus of the transformation of approaches of partners to improve children and young people outcomes in North Yorkshire:

- School Readiness
- Emotional Health and Resilience in children and young people
- Vulnerability

This Healthy Child Programme Service Specification will contribute to delivering this agenda.

The offer is a disaggregated model:

- 0-6 mandated services - universal and targeted health visiting health and wellbeing reviews and the National Child Measurement Programme (NCMP)
- 6-19 model for school aged children which provides the following services:
  - Emotional health and resilience Tier 1
  - Safeguarding as per criteria
  - Children who are Looked After
- There will be no generic school nursing service

For the purposes of this document, this will be referred to as the disaggregated model. The Trust will work collaboratively with service commissioners and other service providers to innovate and find more efficient and outcome focused ways of improving the health and wellbeing of children and young people and families in North Yorkshire.

[1] North Yorkshire County Council Plan for 2023

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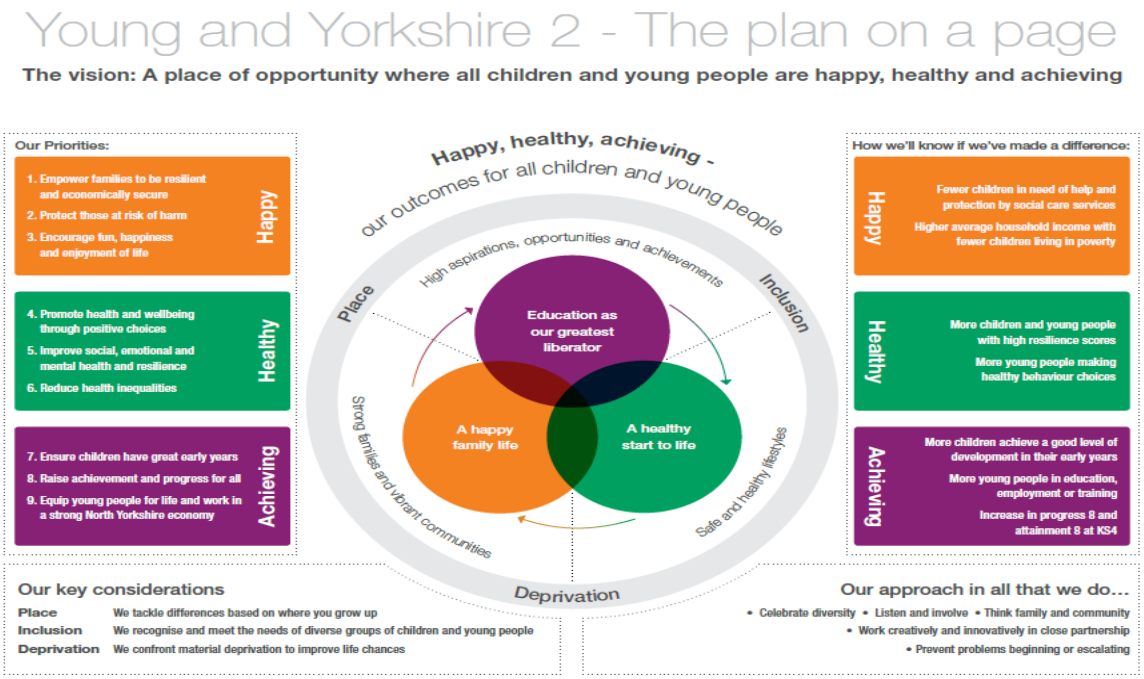
Our System for Improving the Health and Wellbeing of Children, Young People and Families

1. Priorities

The nine priorities within the North Yorkshire Children and Young People's Plan, Priorities and the Measures of Success are listed in Figure 1 below.

Figure 1: North Yorkshire Priorities for Children and Young People



As a system, we know that a significant proportion of children and young people do not achieve these outcomes. However, we interact with children, young people and families from before birth through to staged review points and with teenagers. We know that often we do not meet the needs identified because our responses are disjointed and uncoordinated, and are missing the opportunities to enable families to use and widen their own networks of support.

This is why we are embarking on an ambitious programme of service transformation with the aim of achieving 'full integration', optimising integrated working practices of preventative services and other appropriate services and support for the 0-19 age group within North Yorkshire. This requires developing a shared understanding of what an integrated 0-19 services means and involves amongst all partners.

2. Principles

Since 2013 and the transfer of Public Health responsibilities to the Council, there has been considerable joint work between the County Council and health services, and more recently promoting integrated working practices across the system. Most notable is the partnership working between the Healthy Child Programme (provided by Harrogate and District NHS Foundation Trust) and Prevention Service (now Early Help Service) within the County Council.

These developments have laid the foundations for a better integrated system for planning, commissioning and delivering preventative and early intervention services for children, young people and families. We are building on these successes to deliver an integrated 0-19 service and this Service specification is central to this process.

We recognise that service integration means different things to different people. Thus, part of the transformation journey will involve defining and developing the different ways we will work effectively and efficiently together to achieve a fully integrated 0-19 service in North Yorkshire[2]. We have made a good start at describing the levels of collaboration[3]. Our ambition is to work towards the optimum level of collaboration with opportunities for children's service integration, wider partnership working and integrated Trust management approaches.

To facilitate collaborative working, the Healthy Child Programme Service will operate under a partnership arrangement, in which the North Yorkshire County Council Children and Young People Service (CYPS) partners with an NHS Foundation Trust (NHSFT), integrated partnership working and Trust management approaches, using Section 75 (s75) of National Health Services Act 2006[4]. This includes establishing a Programme Collaboration Board and Mobilisation Group to ensure the right leadership and governance that will enable service transformation.

This new way of working will work to the following partnership principles:

- Transformational and innovative – innovation, continuous improvement and appropriate use of digital technologies to deliver services and support.
- Improving outcomes, through delivery of strong evidence based practice that promotes consistent messages and support. A strong focus given to prevention, health promotion and early identification of needs.
- Commitment to listening to children and young people and their families and the wider communities, and to involving them directly in understanding problems, designing and testing solutions and co-producing outcomes.
- Addressing inequalities and easy access -open access for all but intensive targeted work with priority population groups that is timely and consistent.
- Delivering excellent quality through strong leadership, professional and skilled workforce, effective system working and value for money.
- Collaborating in information sharing system to help record, communicate and exchange data accurately, effectively, and consistently, and facilitate the use of information that has been exchanged.
- Collaborating with local partners, valuing each other's contributions, and working effectively together to solve problems.

3. Our Vision for an Integrated 0-19 Service

The purpose of the Service is to provide a comprehensive range of preventative and early interventions to expectant parents/carers, children, young people and families in North Yorkshire. This includes a range of universal interventions delivered to the whole population, as well as targeted interventions and support to those with identified need and the most vulnerable.

The vision for the Service is to deliver high quality, evidence based interventions which support children, young people and families, and identify and respond appropriately to needs across North Yorkshire to improve health and wellbeing outcomes.

The Service will have the following characteristics.

[2] Section 75 Partnership Agreement between NYCC and HDFT

[3] North Yorkshire HCP & Prevention Services - Collaborative Relationship Depth and Maturity Journey

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- An integrated service offering assessment, advice and support to expectant parents/carers, children, young people and families, working in collaboration with the Early Help and Early Years Services within the County.
- A high quality approach to ensuring the effective delivery of the Healthy Child Programme including all mandatory functions (5 mandated health visiting contacts and the National Child Measurement Programme).
- Support the delivery of an enhanced integrated service to improve school readiness.
- Support the delivery of an enhanced integrated service to improve social, emotional and mental wellbeing children and young people.
- Support the delivery of an enhanced integrated service to reduce risk taking behaviour in adolescents.
- Effective management of the safeguarding of children and their families.
- Provision of an appropriately trained and supervised workforce.
- Harness technology and the digital opportunity in service delivery and needs assessment, with robust safeguarding in place.
- Demonstrable commitment to improving outcomes for children, young people and families in North Yorkshire.
- Accessible service working into service users' homes, children's centres and appropriate community venues
- Work with Stronger Communities and voluntary and community organisations to maximise the use of community assets and networks for prevention and early intervention.
- High levels of communication and engagement with children, young people and their families including use of innovative methods of communicating, for example social media, apps, texting and websites.
- Productive relationships with other professionals supporting children, young people and their families.
- A distinctly branded and visible service which is understood by service users and stakeholders.

4. A Focus on Outcomes

We need a clear focus on prevention and early intervention ways of working across the system and the Service will be required to deliver the Healthy Child Programme and contribute to the delivery of an integrated 0-19 services, in partnership with other local services with measurable and indicative outcomes.

The Service will deliver on and contribute to reducing inequalities and improving the key outcomes as identified in the Public Health Outcomes Framework, the Guide to Early Years Profile, the NHS Outcomes Framework and other relevant frameworks:

- Increased breast feeding at 6-8 weeks
- Reduced number of low birth weight babies
- Reduced smoking for pregnant women at delivery and hence more smoke free homes
- Improved child development at 2-2.5 years
- Improved school readiness for children in Reception Class
- Increased social and emotional development ASQ-3/ASQ-SE
- Fewer children are obese or overweight in reception aged 5-6 years and at age 10-11 years
- Contribute to increased population vaccination coverage
- Contribute to the improvement in oral health and a reduction in oral health inequalities for ages 0-6 years, with a greater percentage reduction in dental disease in the most deprived areas according to the Index of Multiple Deprivation (IMD).
- Contribute to more children being emotionally resilient and wellbeing and making good lifestyle choices including

- Contribute to less children being admitted to hospital due to illness or accidents, including a reduction in the rates of admissions to hospital for children 0-4 years and older children (5-14 year olds and 15-24 year olds)
- Contribute to reducing the number of children in care.
- Contribute to improving outcomes for children in care and care leavers
- Contribute to reducing the number of children living in poverty.

NATIONAL CONTEXT

Getting a good start in life and throughout childhood, building resilience and getting maximum benefit from education are important markers for good health and wellbeing throughout life.

Professor Sir Michael Marmot[5] and the Chief Medical Officer[6] have highlighted the importance of giving every child the best start in life and reducing health inequalities throughout life. Both recognise the importance of building on the support in the early years and sustaining this across the life course for school-aged children and young people to improve outcomes and reduce inequalities through universal provision and targeted support.

More recently, The Early Years Healthy Development Review Report, *The Best Start for Life: A Vision for the 1,001 Critical Days (2021),* has highlighted the importance of the early years and the difference this period can make in achieving better physical and emotional health outcomes The best start for life: a vision for the 1,001 critical days - GOV.UK (www.gov.uk).
Delivering this vision is dependent upon a wide range of organisations and key stakeholders working together and embracing change.

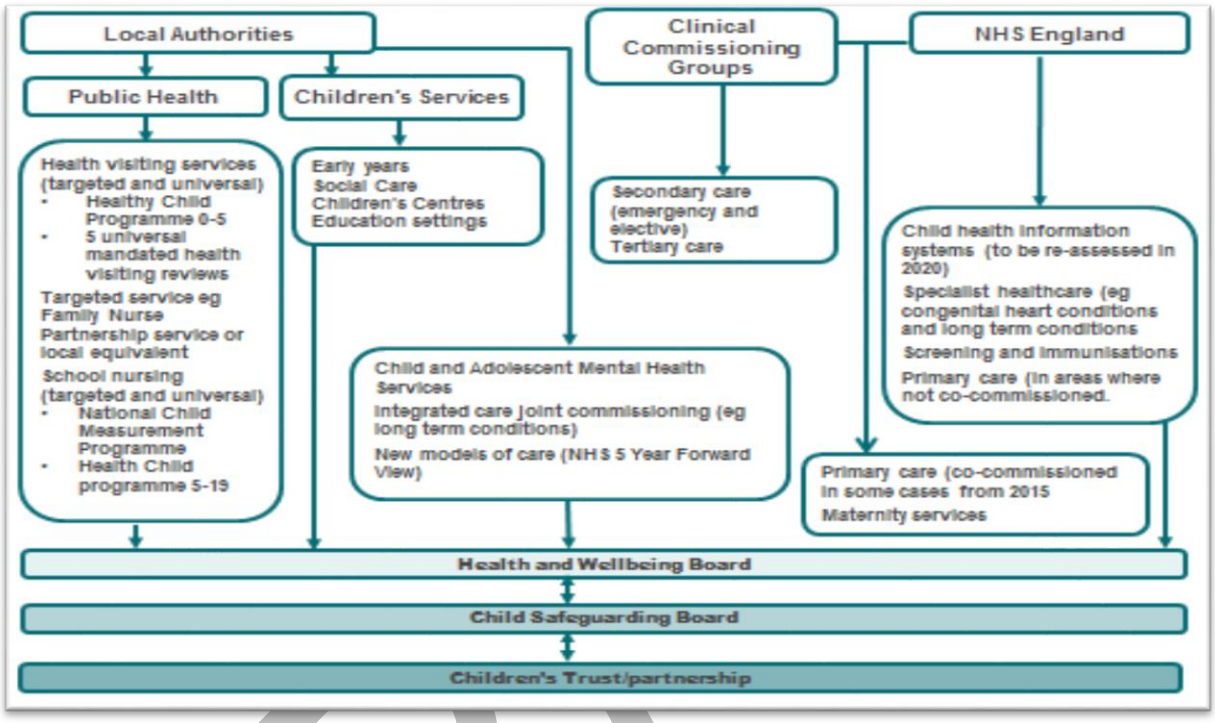
A number of national policies are enabling actions in shaping local services to plan the design and delivering for the identified health and wellbeing needs of children and young people including (but not limited to):

- Healthy child programme 0 to 19: health visitor and school nurse commissioning - GOV.UK (www.gov.uk) March 2021.
- No child left behind (PHE 2020) and Childhood Vulnerability in England (Children's Commissioner 2019)
- NHS Long Term Plan – Chapter 3: Further Progress in Quality and Outcomes, A strong start for children and young people. https://www.longtermplan.nhs.uk
- Maternity Transformation Programme – Drive improvement and ensure women and babies receive excellent care wherever they live, to make care more personal and family friendly. https://www.england.nhs.uk/mat-transformation
- The Healthy Child Programme – A universal and targeted public health services available to all children and aims to ensure that every child gets the good start they need to lay the foundations of a healthy life. https://www.gov.uk/government/publications/healthy-child-programme-0-to-19-health-visitor-and-school-nurse-commissioning
- Working Together to Safeguard Children 2018 – A guide to inter-agency working to safeguard and promote the welfare of children. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779401/Working_Together_to_Safeguard-Children.pdf
- Social Mobility Action Plan for Education – Includes a plan for the early years with a focus on improving early language acquisition. https://www.gov.uk/government/news/plan-to-boost-social-mobility-through-education
- Statutory guidance on planning, commissioning and delivery of health services for looked-after children - https://www.gov.uk/government/publications/promoting-the-health-and-wellbeing-of-looked-after-children--2

[5] www.local.gov.uk/web/guest/health/-/journal_content/56/10180/3510094/ARTICLE
[6] www.gov.uk/government/publications/chief-medical-officers-annual-report-2012-our-children-deserve-better-prevention-pays

This Service Specification is based on these national guidance policies, and data derived from local learning and engagement with stakeholders and children and young people and their families. The aim is to work closely with all key partners to make the best use of collective resources, using a whole systems based approach as identified in Figure 3.

Figure 3: Whole systems based approach to delivery of Public Health 0-19 children's services (PHE Guidance 2018)



LOCAL CONTEXT

5. Local Data and Intelligence

North Yorkshire covers over 3,000 square miles, ranging from isolated rural settlements and farms to market towns such as Thirsk and Pickering, and larger urban conurbations such as Harrogate and Scarborough. Whilst North Yorkshire is, in overall terms, more affluent than a typical local authority in England, there are areas of profound deprivation, including some parts of the County that are ranked within the 10% most deprived areas in England. The County is also home to a significant military presence, including the UK Army's largest Garrison at Catterick in the north of the County.

We have carried out a Children and Young People Joint Strategic Needs Assessment (JSNA)[7] to inform the development of an integrated 0-19 service. The following provides an overview of some of the key issues and concerns impacting on the health and wellbeing of children and young people in North Yorkshire.

5.1 Demographic Profile

- There are 128,820 children and young people aged 0-19 in North Yorkshire in 2019, projected to decrease by 0.1% to 120,286 by 2035.
- There is a slightly higher proportion of males to females and more children aged 5-9 than those aged 0-4.
- About 7% of school children are from ethnic groups.

[7] Joint Strategic Needs Assessment, Children and Young People, North Yorkshire Council

- 660 Children who are Looked After residing in North Yorkshire as of May 2021. 402 of this group are NYCC and 258 are out of area children places in North Yorkshire.
- There are 325 of children on a child protection plan in North Yorkshire.
- There are also children on a child protection plan in North Yorkshire open to neighbouring local authorities, to whom we provide a service.

5.2 Armed Forces

- In 2017, there were over 9,000 serving personnel in North Yorkshire of which about 6,700 are resident in Richmondshire and 1,900 Harrogate.
- It is estimated that by 2031 there will be an increase in the adult personnel population in Catterick by around 3,000 individuals[8]. When children are added the population will be about 9,000. This will create additional demand for services which needs to be taken into account in planning future services.

5.3 Wider determinants of health

- The 2019 Index of Multiple Deprivation (IMD) identifies 24 Lower Super Output Areas (LSOAs) of the 373 LSOAs in North Yorkshire which are amongst the 20% most deprived in England, with a population of 36,000 people. Twenty of these LSOAs are in Scarborough district with a combined population of 30,000.
- A higher proportion of children claim free school meals (FSM) in primary compared with secondary schools. The proportion of FSM claimants increased slightly in North Yorkshire primary schools from 2017 to 2018, compared with a decrease nationally.
- Scarborough district has the most children eligible for FSM (25.7%) in comparison to Craven district (8.0%) with the least. This highlights a clear correlation between FSM eligibility and children in poverty, as Scarborough district has a high level of children in poverty and therefore receive FSM compared to Craven district.
- The average Attainment 8 score[9] for North Yorkshire (48.1) was higher than England (46.9) in 2018/19. Scarborough district had the lowest Attainment 8 score in 2018 (40.6) and Harrogate had the highest score (52.7).
- In 2019, the proportion of those aged 16 to 17 Not in Education Employment or Training (NEET) in North Yorkshire was 8.8%, significantly higher than England (5.5%).

5.4 Health Improvement

- In 2018, the proportion of all live births with a low birth weight in North Yorkshire was 6.7%; this is significantly lower than England (7.4%).
- In 2019/20 in North Yorkshire, 23.4% of the proportion of children aged 4-5 aged were identified as overweight or obese, similar to England (23%). There were 32.5% of children in Year 6 (aged 10-11) identified as overweight or obese, significantly lower than England (35.2%). The Scarborough district has the highest and the Craven district the lowest.
- In reception (aged 4-5 years), Scarborough district has a significantly higher rate of children who are identified as overweight or obese, in contrast to Harrogate district which has a significantly lower rate compared to England in 2019/20
- The under 18 conception rate for North Yorkshire in 2018 was 12.8 per 1,000, significantly better than England average of 16.7 per 1,000.

5.5 Health Protection

- In 2019/20, slightly less than 95% (the minimum recommended coverage level) of children have received their first dose of immunisation by the age of two in North Yorkshire (93.6%). By the age of five, only 87.9% of children have received their second dose of MMR immunisation.
- The proportion of eligible children aged 5 who have received *two doses* of MMR vaccine in North Yorkshire (87.9%) is higher than England (86.8%).

[8] It should be noted that troop movement cannot be predicted so the increases may be due to some Germany repatriation but this cannot be categorically assumed at this point so caution must be applied when interpreting the data.

[9] https://www.aqa.org.uk/about-us/what-we-do/policy/gcse-and-a-level-changes/attainment-8

5.6 Prevention of Diseases and Ill-health

- In 2018/19, North Yorkshire (48.5%) has a significantly higher rate of mother's breastfeeding at 6 to 8 weeks after birth than England (42.7%).
- In 2019/20, North Yorkshire has a similar proportion of females smoking at the time of delivery (10.8%) compared to the England average (10.4%). Ryedale (14.2%) and Scarborough (14.9) districts have a significantly higher rate than the England average.
- The rate of children and young people being admitted to hospital due to alcohol specific conditions in North Yorkshire in 2016/17-2018/19 is 44 admissions per 100,000 people aged under 18, compared to 31.6 per 100,000 in England; the rate in North Yorkshire is significantly higher than England.
- Harrogate (65.8 per 100,000) and Scarborough (68.2 per 100,000) districts have a significantly higher rate of hospital admissions due to alcohol specific conditions for those aged 18 and under compared to England (31.6 per 100,000) in 2019/17 – 20187/19.
- In 2018/19, North Yorkshire (108.6 per 100,000) has a significantly higher rate of hospital admissions caused by unintentional and deliberate injuries in children aged 0 to 14 years compared to England (96.1 per 100,000). Harrogate (82.4 per 100,000) is the only district that has a significantly lower rate than England.
- In 2018/19 North Yorkshire (158.4 per 10,000) has a significantly higher rate of hospital admissions caused by unintentional and deliberate injuries in young people aged 15 to 24 years compared to England (136.9 per 10,000). With the exception of Selby and Ryedale districts, the remaining five districts in North Yorkshire have a rate which is significantly higher than England.

5.7 Growing up in North Yorkshire survey (GuNY) 2018[10]

The Growing up in North Yorkshire survey (GuNY) is a two-yearly survey of local pupils that is undertaken on behalf of the Council by the Schools Health Education Unit (SHEU) based at Exeter University.

Since 2006, pupils in schools within the County North Yorkshire have been surveyed to collect information on their learning and well-being, the most recent of which was conducted in 2018. Over 19,000 children participated in GuNY in 2018. This survey provides a rich dataset on the experiences and perceptions of children and young people in the County, and helps inform the provision of Children and Young People's Services in North Yorkshire.

Some of the key priorities identified in the summary report produced by the Schools Health Education Unit on behalf of North Yorkshire County Council include:

- Developing resilience and emotional wellbeing
- Promoting positive ethos and culture of the school
- Pupil voice influencing decisions
- Reducing risky behaviours
- Reducing inequalities caused by deprivation
- Promoting the adoption of healthy lifestyles
- Preventing and reducing bullying

There are sections in the JSNA which focus specifically on some of the key questions asked of secondary school students and which are linked to the stated priorities across the districts in North Yorkshire. This is an extensive survey and not all questions are presented in this report.

5.8 North Yorkshire Healthy Child Programme Engagement Report 2019

North Yorkshire County Council initiated an engagement activity during August 2018 to inform the re-commissioning of the Healthy Child Programme in April 2021. The aim of engagement was to

[10] http://www.safeguardingchildren.co.uk/growing-up-in-north-yorkshire-2018-survey-data

obtain the views of a variety of stakeholders in order to review the services currently offered and inform development of a new service model. The key findings are:

- Support for a 0-19 approach to service planning and delivery and regular health and wellbeing reviews as touchpoints of early identification of needs
- Vulnerable families are a priority
- School readiness, Emotional wellbeing and Adolescent risk taking as priority areas
- Autism Spectrum Disorder (ASD)/Attention Deficit Hyperactivity Disorder (ADHD) Concern – service offer and workforce skills to respond
- Diverting activity from GP's to Early Help interventions would support 'right place right time' approach to care and support
- Information sharing systems should be improved
- A clear offer required for children with complex health needs
- Healthy Child Safeguarding role as a valued element of the service

5.9 Priority Areas for Action

Detailed analysis of the three areas (School Readiness, and Emotional and Mental Wellbeing) which form the focus of transformation of approaches of local partners to improve children and young people's outcomes are found in the JSNA report. This includes a review of existing service pathways and developing new ones that will help to integrate 0-19 services across the health and social care system, and to identify, predict and manage demand for services and support.

6. Supporting Local Strategies

The scope of the 0-19 Service has been informed by a number of local plans and strategies in North Yorkshire. These are summarised below. The strategies are regularly updated and the Trust will work with local partners to ensure that service delivery remains consistent with the strategies for the duration of the contract. Any new or alternative strategies emerging during the life of the contract must also be considered.

6.1 North Yorkshire County Council Plan

The North Yorkshire Plan identifies four key ambitions for 2023:

- Every child and young person has the best possible start in life;
- Every adult has a longer, healthier and independent life;
- North Yorkshire is a place with a strong economy and a commitment to sustainable growth that enables our citizens to fulfil their ambitions and aspirations; and
- We are a modern council which puts our customers at the heart of what we do.

6.2 Health and Wellbeing Strategy

The North Yorkshire Health and Wellbeing Strategy sets out its priorities and outcomes which informs the basis of commissioning plans in the area[11]. "Start Well" is one of the five themes, and has been further developed in the Children and Young People's Plan.

The Service Model has been developed in the context of the principles from the Health and Wellbeing Strategy:

- Recognise where things are different
- Tackle issues early

[11] North Yorkshire Health and Wellbeing Strategy

- Joining things up to make life simpler
- Make a positive contribution
- Keep people safe
- Spend money wisely

6.3 Children and Young People's Plan, Young and Yorkshire 2

The Service will work to support the delivery of the Children and Young People's plan in North Yorkshire, *Young and Yorkshire (see section 1 above)* and the NYCC Looked After Children and Care Leaver's Strategy 2018-2021.

This vision is "A place of opportunity where all children and young people are happy, healthy and achieving". The principles, priorities and outcomes are summarised on the pages above.

The Director of Public Health Annual Report 2018, "Back to the Future", which reviewed progress in the health and wellbeing of children and young people in the past five years identified obesity, a healthy start in life and mental health as the top priority areas for stakeholders.

The Service Model has been developed in the context of these principles and priorities and will support the delivery of the outcomes.

6.4 Early Help Strategy

The Early Help Strategy aims to create a shared approach to meeting enhanced need across the health and social care system. It sets out a new direction of travel for the provision of Early Help services across North Yorkshire, a move to one agreed assessment tool and shared plan *("Continuum of Need"*).

The Service will support the delivery of the seven strategic objectives of the Early Help Strategy:

- Improve early identification and response to children in need of enhanced support, across the partnership.
- To increase community capacity to support effective early help delivery in localities.
- Implement 'Signs of Safety' methods across the partnership using strength based support.
- Foster a strong culture of collaboration, integration and ownership for solution focussed
- Interventions.
- Build on the No Wrong Door methodology and contextual safeguarding – to implement a partnership approach to the management of risky adolescent behaviour.
- Improve attendance and inclusion and reduce the number of exclusions
- Explore the use of shared data to capture early help activity and outcomes

6.5 Supporting Children and Young People with Social, Emotional and Mental Health (SEMH) Difficulties in School – Future in Mind Local Transformation Plan for North Yorkshire

Children and young people face many challenges in their lives, ranging from difficult home environments and trauma to stress and anxiety about exams and their future, complex long-term physical and mental health conditions.

Local policies and delivery plans have been developed based on national strategies {*Future in Mind Report (2015)*, *Five Year Forward for Mental Health (2016),* the *Green Paper 'Transforming Children and Young People's Mental Health Provision (2018)}.* They include a Whole Pathway Commissioning Group to enhance integration, build a skilled workforce, improve communications and increase prevention and early intervention. Key services include an enhanced eating disorder

service, universal and targeted wellbeing service in schools, an online counselling service and mental health support teams in schools and colleges (in certain areas of the county)

6.6 Strategic Plan for Special Education Needs (SEND) Provision

The North Yorkshire Strategic Plan SEND Education Provision 0-25 is for all children and young people who have special education needs and disabilities, their families and all those working with them. It builds on both the Council Plan and The Young and Yorkshire 2 Children and Young People's Plan.

The strategic priorities are for all children and young people with SEND to:

- Have the best educational opportunities so that they achieve the best outcomes
- Be able to attend a school or provision locally, as close to their home as possible, where they can make friends and be part of their community
- Make progress with learning, have good social and emotional health and to prepare them for a fulfilling adult life.

INTEGRATED 0-19 (up to age 25 SEND) HEALTHY CHILD PROGRAMME SERVICE

7. Scope of Service

This Service will contribute to delivering an integrated 0-19 service in North Yorkshire for expectant parents/carers, children, young people and families in the area that offers interventions from the antenatal stage to the age of 19 (up to 25 for SEND).

0-6 years

- Mandated health reviews through a risk assessed and blended approach of physical and virtual support rather than the current model of all visits being face to face
- Safeguarding support
- Targeted support for children and families most in need and where required
- A focus on best start in life in particular on infant feeding and family nutrition and diet

School aged children (6-19):

- Safeguarding support
- Support for emotional wellbeing and resilience young people

The above is a minimum offer for all young people and will apply to those aged 18-25 years who have Special Education Needs/Disabilities (SEND) or are leaving care.

The Service will deliver the Mandated National Child Measurement Programme (NCMP) and contribute in delivering measures to reduce childhood obesity.

The Service will work with other agencies to maximise resources to innovate and provide coordinated effective support through mandated touchpoints for children, young people and their families who are at risk of not achieving desired outcomes. This includes being responsive to the needs and opportunities identified, promoting access to evidenced based support around attachment, early learning, healthy development, parental/carer capacity, social inclusion and good maternal emotional wellbeing and mental health.

8. High Impact areas

While 0-19 services contribute to the delivery of 0-19 Healthy Child Programme, there are areas of health and wellbeing that Health Visitor and services for school-age children within the parameters of the disaggregated 6 -19 model and are evidenced to have a significant impact on.

Health visitors lead the Healthy Child Programme 0 to 5 and the 6 early years high impact areas:

- supporting the transition to parenthood
- supporting maternal and family mental health
- supporting breastfeeding
- supporting healthy weight, healthy nutrition
- improving health literacy; reducing accidents and minor illnesses
- supporting health, wellbeing and development: Ready to learn, narrowing the 'word gap'

School nurses lead the Healthy Child Programme 5 to 19 and the 6 school age years high impact areas

- supporting resilience and wellbeing
- improving health behaviours and reducing risk taking
- supporting healthy lifestyles
- supporting vulnerable young people and improving health inequalities
- supporting complex and additional health and wellbeing needs
- promoting self-care and improving health literacy

The Service will ensure that early intervention, prevention and a family-centred focus are embedded within daily practice that contributes to good outcomes across these 12 High Impact Areas.

9. Service Model

The Service model prioritises the delivery of services for children aged under 6 and their families as well as those children and young people aged 6-19 in the safeguarding and Children who are in the Looked After arena (using the 6-19 agreed criteria). The Service will improve service delivery and outcomes, using both universal and targeted approaches with a focus on:

- The quality and consistency of health and wellbeing reviews in families with children under 6 using a blended approach of face to face and virtual visits using both a robust risk assess framework and Demand and Capacity tool.
- Safeguarding/ Children who are Looked After using the 6-19 agreed criteria
- Emotional Health and Resilience 0-19 including perinatal mental health and Specialist Team 6 -19
- Infant Feeding, Family Diet and Nutrition to reduce the level of childhood obesity
- Skill Mix Teams with new roles in to support Emotional Health and Resilience, Breast Feeding and Family Diet and Nutrition, and also in working with local partners such as early years and early practitioners in the 2-2.5 year reviews.
- Service Innovation and Transformation - Development of the Digital Offer, Integrated Pathways with partners, Building Community Capacity, Service User engagement
- Aligning with the NYCC Children and Young People's Service 3 teams – East, West and Central *(Selby is in the West Team for the purposes of Service Delivery within HDFT)*

10. Service Transformation

Our ambition is that the new 0-19 Model of Service in North Yorkshire will help to integrate the working practices of prevention and early intervention services and community support for children, young people and families - under the banner of the Childhood Futures Programme. This includes integrated working practices across the:

- Key contacts in the Healthy Child Programme
- Early Help
- Early Years
- School Readiness/ Speech and Language Service Pathway - This is not currently part of the HDFT offer and is being piloted
- Key services to Improve the Physical, Social and Emotional Health and Wellbeing of parents/carers, children and young people

A number of workstreams have been established and these are aligned with the further development of the model set out in section 9 above:

- Emotional Health and Resilience
- Infant Feeding, Family Diet and Nutrition
- Developing Different Ways of Working

The Service will contribute to this transformation programme and work has started to articulate how this might be achieved for children aged 0-6 years (Figure 5 below). For example, the Health Child Programme mandated five contacts are central to ensuring that children are school ready, through the effective early identification and addressing of early developmental and learning needs.

Figure 5:

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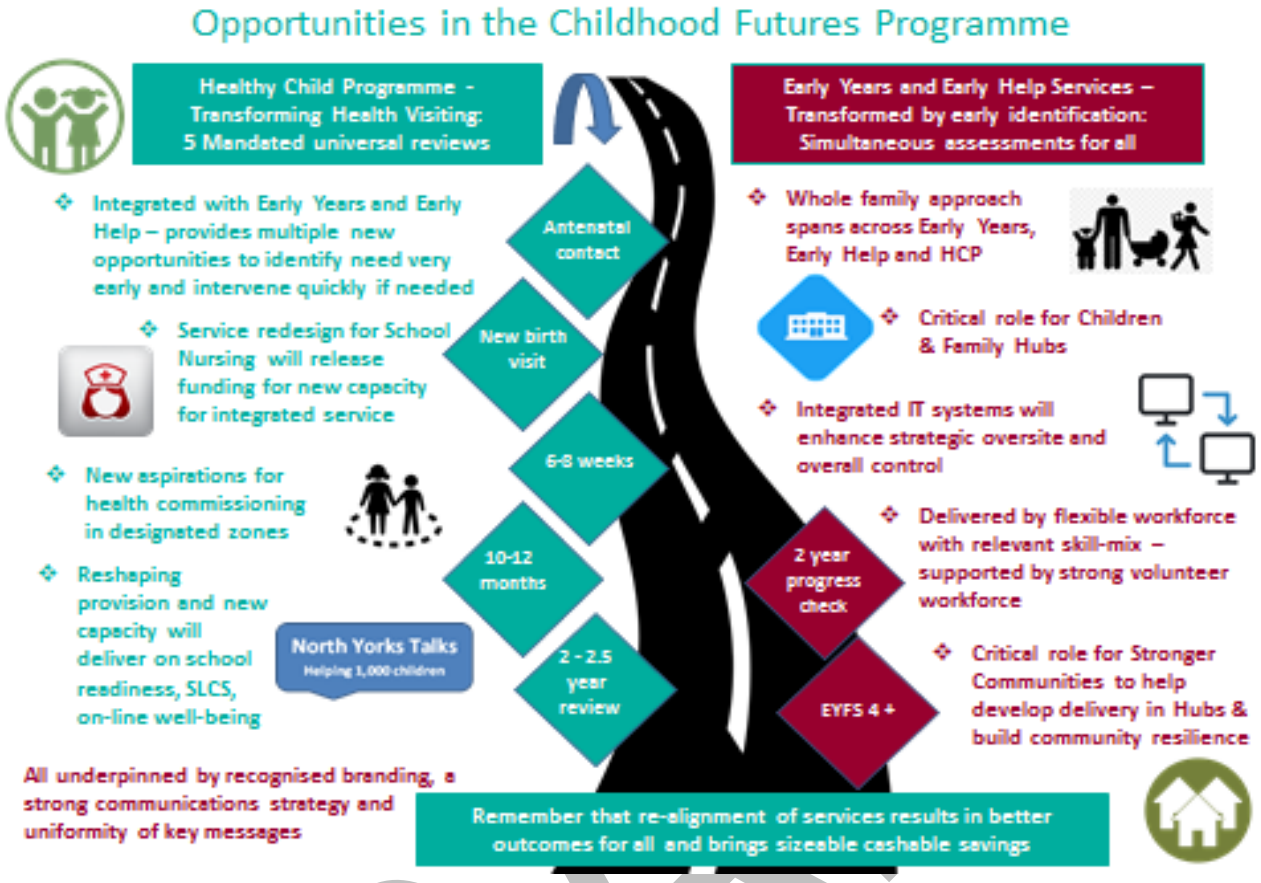

Over the life of the contract, the Service will be expected to work in partnership with service commissioners and other service providers to further develop these opportunities and transform them into a new service model. In a similar vein, the Service will work in partnership with the whole system to transform services for school-aged children, where the need is identified.

11. Digital Delivery

One of the strategic priorities of the North Yorkshire Health and Wellbeing Board is to implement an enhanced and appropriate use of digital technologies, to help deliver more efficient and responsive services. Harnessing technology and the digital opportunities are also important in achieving a safe, convenient and personalised health and wellbeing services and support.

This approach will underpin the transformation of 0-19 services, and the Service will actively embrace the innovative use of technology to improve service delivery and outcomes. Innovation in this area must take account of the latest research which requires appropriate safeguarding needs to be in place to stop the known harmful effects of some social media platforms. The Council will work with the Trust around real and perceived risks.

As a minimum the Service will:

- Provide and operate, within a year of operation, an information sharing agreement that will exchange data accurately, effectively, and consistently, and facilitate the use of information that has been exchanged.
- Ensure that all staff are digitally enabled to work in settings or remotely.
- Provide a digital offer to children, young people and families (particularly for some universal provision). Professionals will need to be skilled and empowered to tailor their engagement to the needs of the child, young person and family, making more or less visits depending on needs, using different ways of engaging (phone, text, social media, website) based on what works for that child, young person and parent(s)/carer(s).

12. Enhanced Community Approaches

The Service will:

- Ensure the workforce delivering the service has a wide knowledge of the needs in North Yorkshire through the use of available data (e.g. Joint Strategic Needs Assessment, Child Health Profile and Public Health Outcomes Framework), as well as information gathered by the service and other services in day-to-day work.
- Ensure the workforce has a high level of knowledge of community resources and assets (Children's Centres, General Practice, community groups, peer support groups etc.).
- Ensure the service is clearly visible and provides written and online advice and information to service user and the wider community, in relation to the services offered and how these can be accessed.
- Engage in relevant early help and early years, education and community support networks.
- Utilise community provision, for example, health centres or children's centres to provide additional opportunities for services users to access advice and information in relation to a range of topics.

0-6 HEALTH AND WELLBEING REVIEWS

An area-based geographical Healthy Child Service delivered and structured in line with local children's services alongside the Early Help teams, working together to deliver integrated, evidence-based services for children and their families, with a focus on prevention, promotion and early intervention.

The service will deliver services and interventions in line with the transformed model of Health Visiting.

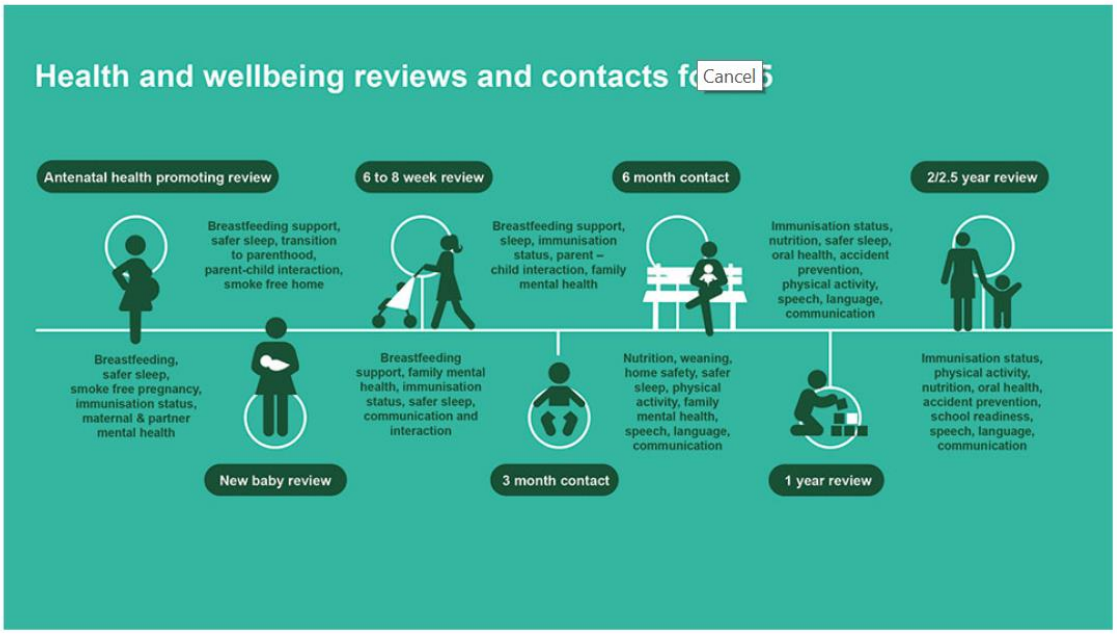

Figure 6: Universal health and wellbeing reviews and suggested contacts as part of overall support 0 to 5 years

The Service will deliver the following mandated health and wellbeing reviews.

13. Developmental Visits and Assessments from Antenatal to 2 ½ Years

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The Service will deliver a series of visits from the antenatal period until children reach primary school age. These will form a core part of the activity of the Service and enable it to make a universal offer to all expectant parents/carers and families with children below the age of 6.

Visits will be designed to address specific areas at each stage of development and promote good parent/carer-child attachment. The Service will comply with all national requirements for current mandated checks and reviews, including adherence to timescales and the competency and professional background of those carrying out mandated interactions.

All contacts in children under 1 years old will be carried out by qualified Health Visitors and the 2-2.5 year integrated review will be carried out by a skill mixed team led by a qualified Health Visitor.

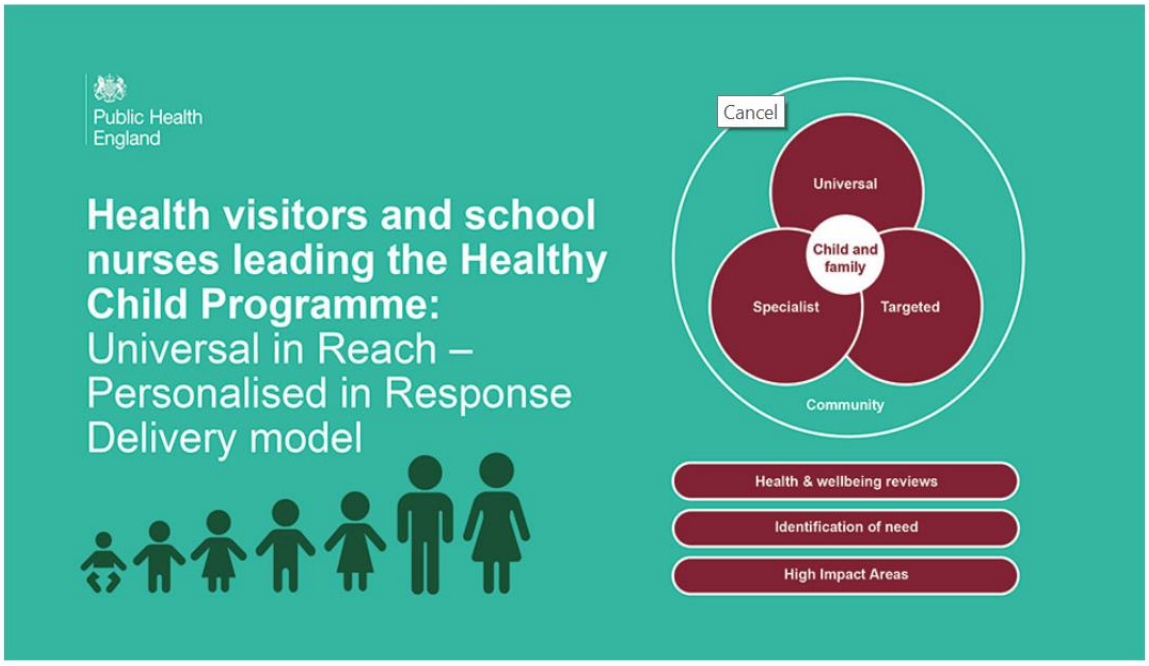
- Antenatal
- New Baby
- 6-8 weeks
- 9-12 months
- 2-2.5 years

The Service will deliver additional contacts in response to the family health needs assessment.

14. Levels of Delivery

Figure 7 below describes the core elements of the 'Universal in Reach – Personalised in Response' model, which is based on four levels of service depending on individual and family needs: community, universal, targeted and specialist levels of support.

The availability and utilisation of community-based assets is central to the universal offer, while health visitors and school nurses are well placed to identify needs, provide evidence-based public health interventions and signpost to community-centred and asset based approaches (PHE 2018).



Figures 8 & 9: Core elements of a universal reach, personalised response model; A high level overview of health visitor and school nurse contributions
Health visiting and school nursing service delivery model - GOV.UK (www.gov.uk) March 2021

14.1 Community level

The Service will have a broad knowledge of community health needs and resources available e.g. health profiles, Children's Centres and self-help groups to work in partnership to develop these where there is identified need and make sure families know about them. These will include:

- Empower families within the local community, through maximising family resilience.
- Develop community resources and capacity with involvement of local agencies and community groups as appropriate.
- Collate and co-ordinate information, data and intelligence in order to ensure that the best interests of the child are met.
- Use information and intelligence about communities' assets in partnership with communities to support the health and wellbeing of 0-6 year olds, to inform the Joint Strategic Needs Assessment (JSNA).
- Use intelligence to develop a service offer to respond to local need.
- Raise awareness and promote the services offered to professionals, children and young people and their families.
- Work in partnership with Children's Services in the local authority and community and voluntary sector to ensure that local innovation can flourish and appropriate developments grown.
- Work with the Council's Stronger Communities to identify and develop peer support groups and where appropriate support existing groups.
- Use networks to improve public health; signposting families to other services already existing locally, particularly early years' services and professionals but also adult education and training.
- Utilise local media opportunities for health promotion.

14.2 Universal Delivery

The Service will lead delivery of the 0-6 HCP. The Service will ensure that every parent/carer, and child have access to a Health Visitor and the child will receive development checks (as listed below

and detailed in Appendix 2) and receive consistent good evidence-based information about healthy start issues such as parenting and immunisation.

At this level the Service will be expected to:

- Offer core health reviews to all families – (as set out within the current national mandate and any nationally recommended change will be negotiated between the Council and HDFT and delivered in a variety of formats depending on cumulative risk assessment, except primary visit and 2-2.5 year review, which will always be face to face.
- Promote attachment.
- Help families understand the short, medium and longer term consequences of their health related behaviour for themselves and others.
- Plan behaviour change in terms of easy steps over time; this will support families to plan and implement change in a realistic and manageable way.
- Plan with families 'if/then' coping strategies to improve resilience.
- Recognise in conjunction with families how their social context and relationships may affect their behaviour, and identify and plan for situations that might undermine changes they are trying to make.

14.3 Targeted Delivery (Universal Plus)

Families can access timely, expert advice from the team when they need it on specific issues such as postnatal depression, weaning or sleep~~less children~~ sleep problems

At this level the Service will be expected, in addition to the Universal Delivery:

- Provide additional services to families that are identified as needing more support than is universally offered by the Healthy Child Team
- Provide early intervention to promote the Best Start in Life
- Include in the offer care packages for but not restricted to maternal mental health, parenting/carer support, toilet training, ~~complex needs~~, weaning and baby/toddler sleep problems, working in partnership with Council early Help as required.

14.4 Specialist Delivery (Universal Partnership Plus)

Health Visitors to provide ongoing support, playing a key role in bringing together relevant local services to help families with continuing complex needs, for example where a child has a long-term condition.

At this level the Service will be expected to deliver, in addition to the Universal Plus:

- Provide additional on-going support to vulnerable families; this could be additional visits, co-working with other agencies including joint visits and delivery of integrated, multi-agency care packages.
- In partnership with Early Help work within the local common assessment framework and local Council processes to ensure early intervention.
- Provide ongoing support to children in the safeguarding and looked after arena. Following national and local polices to ensure children at risk of or suffering significant harm receive the right support and care.
- Work with other agencies in the assessments of Looked After babies and children aged 0-6 years, with timescales in line with national requirements and contribute to ensuring any action plans are implemented.
- Work with other agencies to ensure provision of the 0-6 HCP and additional services to meet identified health and wellbeing needs.
- Work with agencies to deliver more intensive support – this could include, but is not restricted to, a range of special needs, for example families at social disadvantage, safeguarding, families with a child with a disability, young parents/carers, adult mental health problems or substance misuse.

14.5 Key principles of reviews

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The following will be common to each review and the Service will need to demonstrate they have been considered and covered all areas:
Continuous assessment – Assessment of family strengths, needs and risks; providing parents/carers with the opportunity to discuss their concerns and aspirations; assess child growth and development, communication and language, social and emotional development; and detect abnormalities. Health Visitors should use evidence-based assessment tools and **must use** ASQ 3 for the 2 -2.5 year review.

Promote Immunisations – the Service should promote immunisations and signpost to GP if informed that the child is unvaccinated. This could be via self-reporting from families.

Carry out health promotion – Make every contact with the family a health promoting one. Supporting parents/carers to know what to do when their child is ill, and promoting appropriate use of primary and urgent care services with the view to reducing hospital attendance and admissions.

Identifying and supporting children with additional needs – The Children and Families Act – SEND Code of Practice 2015 states *'Where a health body is of the opinion that a young child under compulsory school age has, or probably has, SEN, they must inform the child's parents/carers and bring the child to the attention of the appropriate local authority. The health body must also give the parents/carers the opportunity to discuss their opinion and let them know about any voluntary organisations that are likely to be able to provide advice or assistance'*.

The service will be expected to:

- Have a process in place to bring the child to the attention of the local authority.
- Work in partnership with other services in supporting the assessment of and developing the education health and care plans for children aged 0-6. This will be through sharing information about the child's and family's needs and reviewing in collaboration with other services what they can do to support the delivery of these plans.
- Provide assessment, care planning and on-going support for babies and children up to school entry with disabilities, long term conditions, sleep or behavioural concerns, other health or developmental issue in the context of the HCP.
- Actively contribute to the Local Offer.

Information sharing and active consent – The Service will be expected to gain consent to share live birth data and agree a process with the Council to regularly transfer this information. The Service will be expected to seek to gain written or electronic consent to share information with other agencies but in particular with Early Help as agreed in Schedule 6 (Information Sharing Agreement) of Section 75 of Partnership Agreement.

15. High Impact Areas in Early Years

Figure 10 lists the six high impact areas for early years and how they relate to the 4 overarching aims for early years:

- focusing on preconceptual care and continuity of carer
- reducing vulnerability and inequalities
- improving resilience and promoting health literacy
- ensuring children are ready to learn at 2 and ready for school at 5

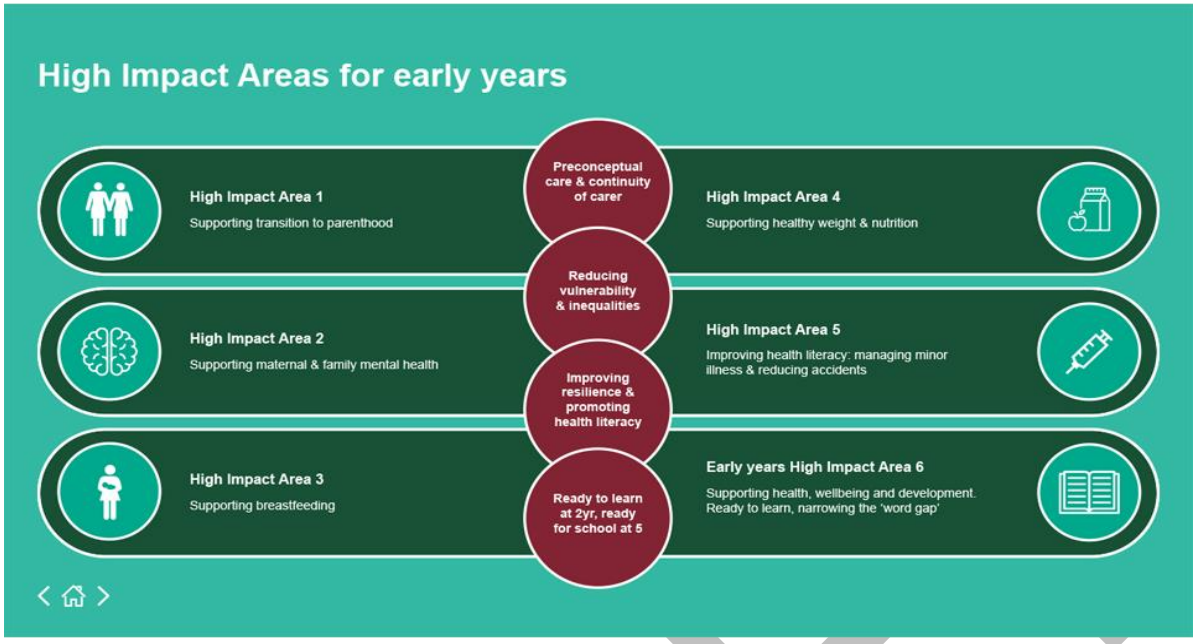

Figure 11. High impact areas for early years

16. Transition to parenthood, early weeks and beyond

This will be delivered at the antenatal and postnatal contacts and where possible in group based activities:

- Deliver in partnership with other agencies, of evidence based antenatal and postnatal groups to promote attachment, for example, parenting classes/groups e.g. Preparing for Pregnancy and Beyond, parent quality marked parenting classes, and evidence-based groups for parents.
- Support for parenting – one of the core functions of the HCP is to support parenting using evidence-based programmes and practitioners who can work across different agencies and who are trained and supervised. Work with parents, using well evidenced, strengths-based approaches e.g. motivational interviewing, Solihull approach to promote positive lifestyle choices and support positive parenting practices to ensure the best start in life for the child.
- Deliver, in partnership with other agencies, of evidence-based parenting programmes for toddlers and pre-school children e.g. Incredible Years Pre-school basic programme and other evidence based programmes
- Promotion of social and emotional development – The HCP include opportunities for parents and practitioners to review a child's social and emotional development using evidence-based tools such as ASQ 3 Promote parent and infant mental health and secure attachment.

17. Maternal Mental Health (Perinatal Depression)

- Active enquiry and support for those identified at risk
- Direct support to women with mild to moderate emotional health difficulties in line with the Trust's perinatal mental health standard operating procedure
- Identifying and assessing emotional health is an integral part of the antenatal, new birth contact, the 6-8 week review and the 6-12 months assessment. Health Visitors will ask the depression identification questions and the Generalised Anxiety Scale 2 (GAD-2) screening tool for anxiety (if indicated) as part of a general discussion about a woman's mental health, wellbeing and medical history.
- If low mood is identified the 0-19 service will work in line with the Trust's Perinatal Mental Health Standard Operating Procedure.

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- The Health Visitor may offer 6 short term guided therapeutic interventions (listening visits) using evidence based approaches such as Motivational Interviewing, Solihull approach or CBT (where trained), including a discussion about how symptoms will be monitored and intervention evaluated (for example, by using validated self-report questionnaires, such as the Edinburgh Postnatal Depression Scale (EPDS), Patient Health Questionnaire (PHQ-9) or the 7-item Generalized Anxiety Disorder scale (GAD-7).

18. Breastfeeding (initiation and duration)

- On-going breastfeeding support across North Yorkshire for all families. This includes the provision of specialist support for mothers experiencing difficulties in breastfeeding.
- Achieve and maintain full accreditation of UNICEF Baby Friendly community initiative. Compliance with UNICEF BFI standards and works jointly with the Council's children's centres to provide training and support to the wider workforce.
- Delivery of breastfeeding support is co-ordinated across the different sectors, with the Service as the interface with key partners including maternity, primary care and early year's settings and as partners in a multi-agency approach to this important and shared public health outcome.
- The Service will lead work around breastfeeding in the community, including building community capacity to support breastfeeding by working with communities groups and children's centres to set up services where there is a need.
- Training and resources are provided for the workforce to support work around breastfeeding.
- The promotion of the availability of healthy start vitamins to all families via Children's Centres

19. Healthy weight, healthy nutrition and physical activity

The focus should be on the prevention and early identification of unhealthy weight in children, through an emphasis on, and promotion of:

- breastfeeding
- delaying the introduction of solid food to babies until at, or around, 6 months of age
- healthy eating – healthy foods, portion size, limiting snacking, etc.
- an active lifestyle
- good oral health

The Service will support early identification of weight concerns through the mandated contacts. The service will provide care planning and weight management interventions that are quality assured and evidence based in their approach to health promotion and childhood obesity prevention.

Advice and support around interventions such as promotion of healthy eating and increasing physical activity, as appropriate based on guidelines. Where appropriate strengths based, solution focussed intervention that improves parenting/carer efficacy to help children and their families achieve and maintain a healthier weight will be offered.

Implement NICE guidance through a partnership approach with parents and carers. This encourages responsive parenting and a holistic family focused method of addressing excess weight in childhood should be actively employed to help the whole family change habits and achieve new goals. Supporting children, parents and carers to achieve or maintain a healthy weight through advice and help with accessing locally available services.

Where weight management issues are identified at 2-2.5 year review, families will be encouraged and supported to access appropriate evidence based interventions.

20. Managing minor illness and reducing hospital attendance and admission

- All health reviews should include age appropriate accident prevention messages including the use of the Home Environment Assessment Tool (HEAT) to assess risk of harm in the home.

- Follow up A&E attendances as per the Trust's policy.
- Prescribe medication as an independent/supplementary prescriber in accordance with current legislation as per decision based on need. Where Health Visitors have not undertaken this module in training, it is a requirement of CPD for completion within the first 2 years of practice. For more information visit http://www.nmc-uk.org/Nurses-and-midwives/Regulation-in-practice/Medicines-management-and-prescribing/ this needs clarity in terms of capacity and also additional costs of prescribing and expectation of staff.
- Contribute through the mandated contacts the early identification of developmental and health needs and signpost and/or refer for investigation, diagnosis, treatment, care and support as appropriate.

21. Health, wellbeing and development of the child age 2 – 2.5 year old review (integrated review) and support to be 'ready to learn'

It is anticipated that integrated reviews will take place within the child's childcare/education setting within the geographical area of North Yorkshire. Where this is not possible, alternative means of undertaking such review will be discussed and agreed with the child's parent/carer. Information sharing will take place between education and health services to allow the transfer of the child's assessment information.

Where the child's childcare/education setting is outside of this geographical area, partnership working with the childcare/education setting will take place to ensure that there is an integrated review and the transfer of the child's assessment information.

To be addressed throughout all reviews but particularly at the 9-12 month and 2-2.5 year reviews.

- Topics should include;
  - Health promotion,
  - Healthy weight and active lifestyle,
  - Raising awareness and signposting families to ensure that all children are accessing routine preventive care and advice (primary dental care services, hearing and vision assessments, incontinence advice, etc).
  - Promote injury prevention and age appropriate behaviour and boundary management messages.

Promotion of good language development and supporting parents/carers to understand important milestones is essential whilst also identifying early any speech, language and communication difficulties.

The Service will support active identification of those families eligible for the 2 year offer and sign post appropriately.

Model for 2-2.5 year integrated review

Universal	Universal plus	Universal Partnership Plus
A separate EYFS Progress Check and HCP review will be maintained, integration will be achieved via information sharing and joined-up responses to needs	At a universal plus level it is expected that a joint review will be offered to all families	All UPP families should receive one joint review meeting

The Service will ensure a family focused and safe transition into school aged (6-19) services, through close partnership working with services meeting the needs of children and young people aged up to 19.

22. Health Protection

The Service will:

- In partnership with the Trust, Council and Public Health England, the Service will provide whatever support or assistance is reasonably required in response to a national, regional or local Public Health emergency or incidents.
- Respond to childhood communicable disease outbreaks and health protection incidents as directed by the Health Protection Team (PHE) in a timely manner.
- Contribute to reducing barriers to high coverage for childhood immunisations in order to prevent serious communicable disease, particularly targeted at vulnerable groups.

23. Antenatal and Newborn Screening

The Service will ensure:

- Delivery of the health visiting aspects of the new-born screening programmes in line with UK National Screening Committee Programme Standards.
- That when a child under the age of 12 months transfers into an area that the Health Visitor must check new-born blood spot status and arrange for urgent screening if necessary.
- That it develops its own local area new-born blood spot policies and pathways in partnership with local midwifery, Child Health Information Systems (CHIS) and GP colleagues
- That Health Visitor check the status of all screening results including hearing, New-born Infant Physical Examination (NIPE) and Hep B schedule, immunisation status and refer appropriately, if required.

SERVICES FOR SCHOOL AGED CHILDREN (6-19)

The Safeguarding/ Children who are Looked After Teams and the Emotional Health and Resilience team will:

Provide support to children aged 6-19 in North Yorkshire as part of the disaggregated model in the commissioned areas of:

- Safeguarding
- Children who are Looked After
- Low level Tier 1 emotional wellbeing and resilience support

24. National Child Measurement Programme (NCMP)

The 0-6 Service will deliver the mandated NCMP programme The Service will:

- Deliver the NCMP in line with national operating guidance and standards, including recording of accurate data and submitted using the online tool on time.
- Provide effective communication and feedback of the results of height and weight measurements to parents/carers in a sensitive manner, promoting healthy weight and physical activity.
- Support and signpost to parents/carers of children who have been identified as overweight or obese with a BMI over the 91st centile, or children who are under the 5th centile in both reception and year 6 and encourage them to join community programmes in accordance with appropriate local pathways.
- Support the reduction in childhood obesity by pro-actively working to promote healthy eating, increase physical activity and working with children within the infant feeding and family diet and nutrition pillar . The Service will work in partnership to contribute to the Integrated Healthy Weight Pathway.
- Refer children who present as obese, overweight or underweight to the relevant service.

25. Emotional Health and Wellbeing

The Emotional Health and Resilience Team will:

- Provide communication and interventions which raise confidence and self-esteem for children and young people, including those aimed at prevention of poor emotional and social well-being and personal coping mechanisms to protect against psychological ill health. This includes building resilience in and supporting those who may be experiencing emotional and mental health difficulties.
- Following an accepted referral, ensure children and young people with emotional health concerns are offered preventative support and have access to a named Emotional Resilience Nurse.
- Refer to the CAMHS and other services as appropriate.
- Ensure all children and young people who are referral into the service and have been identified as having a non-urgent mental health concerns are communicated with within 2 weeks of referral and should ensure an initial contact is arranged within 8 weeks

26. Support for Children who are Elected Home Educated (EHE)

The Service will establish agreed procedures with colleagues within the Quality & Improvement Service in the Children and Young People's Service for identifying and communicating with the parent/carer of EHE children, as per the disaggregated model.

All EHE children can be offered the services within this specification and the partnership will ensure that they have access to information to enable them to self-refer into the service.

27. Supporting Children, Young People and Families at Risk of Poor Health Outcomes

The Service will work directly with those children and young people who are known to be at risk of poor health outcomes where they are being actively support by the service through safeguarding or looked after children.

28. Comprehensive Assessment – Vulnerable Children, Young People and Families

The 0-6 Service and 6-19 disaggregated service model will:

- Ensure that where children, young people and families are actively being supported by the Service evidence-based preventive programmes will be utilised in an effort to reduce the risk of poor future health and wellbeing.
- Undertake child and family focussed assessments using professional knowledge, skills and tools such as Signs of Safety and NYSCP Threshold Guide, and follow relevant multi-agency policies and protocols to identify vulnerability or child maltreatment. North Yorkshire Safeguarding Children Partnership procedures should be used if a child is identified to be at risk of significant harm.
- Deliver Family Health Needs assessments and Home Environment Assessment Tool (HEAT) contribute to multi-agency assessments, planning and interventions, relating to babies, children, young people and families who are at risk and need additional support
- Contribute to targeted services in the child protection and/or LAC arena so that the outcomes of disadvantaged or most "at risk" children and families are not compromised by poor early experiences and environment, including vulnerable groups at risk of being marginalised from the service, including those not in schools, for example, but not limited to:
  - Children missing education
  - Children educated at home
  - Young people not in education, employment and training (NEET)
  - Children educated on site – for example children's homes
  - Children missing from home and/or at risk of sexual exploitation
  - Contextualised safeguarding
- Contribute to a multi-agency approach to ensure the welfare of children and young people, for example keeping children safe from violent extremism and child sexual exploitation.

29. Children with Special Educational Needs and/or Disabilities (SEND)

The Service will work in their statutory obligations to:

- Deliver the NCMP to all children and young people with SEND attending schools in North Yorkshire.
- Focus on early identification and assessment of health and developmental needs in children aged 0-6 and signpost and / or refer for investigation, diagnosis, treatment, care and support.
- Develop care pathways that take into account the full range of needs and thresholds ensuring support and signposting for Education, Health, Care Plan (EHCP) for those children with SEND.
- Contribute and support local CCGs and/or ICS's and the Council to develop and implement pathways for children with SEND. This includes active involvement of parents/carers and children, to ensure their individual needs are considered at all stages and are brought to the attention of the relevant support services.
- Work in partnership with key stakeholders and commissioners to review SEND provision within the County as and when required. Future offer in relation to SEND to be delivered in line with the agreed outcomes of any review and in line with current and future SEND pathways.

30. Multi-Agency Child Exploitation (MACE)

Children and young people who are at risk of, and exploited are the victims of child abuse and their needs require careful assessment.

The Service will contribute to a multi-agency approach to ensure the welfare of children and young people, for example keeping children safe from violent extremism and child exploitation.

- Contribute to the Multi-Agency Child Exploitation (MACE) meetings on contextual safeguarding.
- Contribute to intelligence gathering on children and young people, based on issues and problems the see in their interactions with them.
- Contribute in a wider context of safeguarding children and young people who are at risk of and exploited.
- Promote awareness of child exploitation services (e.g. Children's Society Hand in Hand Project, Partners Against Child Sexual Exploitation – PACE and Trusted Relationships Project) and make referral to these services where appropriate.

31. Support for Children and Young People Attending Pupil Referral Units (PRU)

The Service will be offered the 0-19 (25) service in line with the offer to mainstream schools.

LOOKED AFTER CHILDREN/CARE LEAVERS

32. Looked After Children/Care Leavers

The Service will undertake Review Health Assessments (RHA) for Looked After Children aged between 0-18 as requested by the Specialist LAC nurse team. At the final RHA the Service will help provide the care leaver with a completed health summary/passport (as devised by the Multi-Agency Looked After Partnership) and liaise with the Leaving Care pathway team as appropriate.

The Service will implement the Named Public Nurse model and follow-up health needs between health assessments conduct the reviews in accordance with the quality standards required by (but not limited to) North Yorkshire Children's Social Care, Statutory Guidance, British Association for Adoption and Fostering and the local CCG and/or ICS's and will ensure that the outcome of reviews are recorded accurately and communicated to the Specialist LAC nurse team in a timely way. The Specialist LAC team will provide training and continuing professional development to the HCP workforce to ensure staff have the required skills and knowledge to complete high quality health assessments and completion of health passports for care leavers.

Attending multi-agency Looked After review meetings. The service will offer support and advice to all children and young people for up to 1 year post leaving care at any age.

Where the young person is a care leaver, the Service should liaise with the Leaving Care team to provide relevant information to secure smooth transition to adult health provision where required.

Contribute to multi-agency decision-making, assessments, planning and interventions, relating to Looked After Children (LAC). This includes providing Review LAC Child health assessments (in accordance with Promoting the Health and Wellbeing of Looked After Children Statutory Guidance 2015) and reports in accordance with the local Safeguarding Children Board policies and procedures and national guidance such as Working Together to Safeguard Children (HM Government, 2015).

33. Transition into Adulthood/Services

For those young people identified as Looked After and are reaching the age where their service needs will transfer to adult provision they will be encouraged to familiarise themselves with adult services. Where the young person has specific barriers to engaging with adult provision the Service should provide additional reassurance and support to assist them with transition. The Service will work in partnership with Leaving Care Teams to ensure a smooth transition.

SERVICE ACCESS AND DELIVERY ENVIRONMENT

34. Service Delivery Location(s)

The Service will:

- Be delivered within the County boundaries ensuring ease of access for children, young people and families and maximising opportunities for them to access the service.
- Have the option to be delivered and co-located in accordance with the area based footprint. The Service will ensure that community settings provide equity of access.
- Offer a choice of locations and times for visits (including virtual ones) which best meet service user needs. Locations must be easily accessible for all children, young people and families who live in the local vicinity (including access by public transport and at times appropriate to the service user), child and young family friendly, suitable for multi-disciplinary delivery of services in both individual and group sessions and be conducive to flexible availability (e.g. early mornings, lunchtimes, after school and evenings)).
- In collaboration with local partners and feedback from service users, agree suitable locations for service delivery. Reviews will be undertaken periodically to ensure the locations are suitable to local needs.
- Carry out joint visits/contacts in partnership with other agencies where this is appropriate and reduces inconvenience for families.
- Be delivered in accessible venues and community settings and prioritisation of resources shall be according to need so priority is given to most deprived areas.

35. Co-location

- The Service will work in partnership with North Yorkshire County Council to ensure that seamless and integrated service delivery is facilitated and co-located where reasonably possible in line with the Early Help Service.
-
- Potential locations of delivery may be:
  - Children's Centre
  - Schools
  - Health centres
  - Community venues
  - Other suitable venues as appropriate

- Where provision is made from outreach sites, the Service is responsible for sourcing premises, negotiating and agreeing the terms of any leases or licences. This is outside of the Section 75 agreement.

36. Operating Hours

The Service will be available from 8am to 8pm (as appropriate and to the needs of children, young people and families), Monday to Friday. However, days and hours of operation are flexible, demand led and appropriate and are monitored in order to ensure optimum access/coverage in response to need.

The Service will ensure that access to the service is provided at dates and times which meet the requirements of those accessing the service. Take into account childcare provision and parental/carer responsibilities in order to facilitate access to the service for those with parenting/carer and other family responsibilities.

37. Service Environment

The Service in partnership with North Yorkshire County Council will:

- Be provided from an environment in which services are well maintained, easily accessible, with good public transport links, and have infection control and health and safety policies and procedures in place which meet national regulation and requirements.
- Ensure that consideration is given to the external environment of all delivery sites including the potential impact and effects on the local community and those using the service.
- Ensure compliance with all relevant CQC requirements
- Working within the confines of the lease/licence as per Section 75.

38. Inclusion Criteria

The Service will be delivered to residents within North Yorkshire – defined by the Council's geographical boundaries. The Service must ensure equal access for all children aged 0-19 (25 for SEND) and their families regardless of disability, gender reassignment, marriage and civil partnership, sex or sexual orientation and race – this includes ethnic or national origins, colour or nationality, religion, belief or lack of belief.

39. Exclusion Criteria *(to be agreed)*

Looked after children who do not normally reside within North Yorkshire County Council's geographical boundary will not be included within the service delivery described by this contract.

If the Service choose to provide a service including carrying out review health assessments to this particular population, it must ensure that this is not to the detriment of this contract and any costs incurred should be arranged with the responsible CCG and/or ICS commissioner.

40. Access and Referrals

The Service shall make any reasonable adjustments to ensure that the Service is accessible to all eligible service users, including people whose characteristics are included within the scope of the Equality Act 2010.

The Service must ensure equal access for all children and their families, irrespective of age, disability, gender reassignment, marriage and civil partnership and race – this includes ethnic or national origins, colour or nationality, religion, lack of belief, sex or sexual orientation.

Referrals, irrespective of source will be triaged in line with service criteria and will receive a response to the referrer within 5 working days, with contact made with the family within 2 calendar weeks, if the referral meets the service criteria).

Following the initial contact with the family the next steps will be negotiated with the family, based on the information available. Public Health Nurse will use their professional judgement as to the appropriate action to take. If no contact is made within 10 days of the original referral/notification to either the referrer or family a clear rationale as to why it has not been undertaken must be documented and reported.

The Service will:

- Ensure that any coverage/boundary issues that may arise will be dealt with proactively in collaboration with neighbouring providers. Delivery of a service that meets the needs (including safeguarding needs) of the child or family must take precedent over any boundary discrepancies or disagreements.
- Work within County/District wide pathways and processes to ensure service users can access advice, support and interventions that fall outside the scope of this Service Specification.
- Proactively engage with service users to develop a thorough and up-to-date understanding of the issues and barriers service users experience in accessing generic services, and using learning will be used to further develop the service.
- Be responsive to the changing needs of service users to enable innovation and development.
- Ensure that advice and information is made available via a range of communication channels, including, but not limited to; written, telephone, email, internet and social media, with the emphasis on access for young people in the medium they so wish to use, for example texting.
- Ensure that information is made available in a range of formats and languages that take into account the diverse population across the County and includes those with impairments and disabilities.
- Ensure that young people are able to make an appointment or have access to a Public Health Nurse, or the appropriately qualified/trained staff member, without having to go through a third party where they are actively being supported by the Service.

41.Interdependencies with Other Services

- The Service will be delivered as part of the 0-19 prevention and early intervention services and support and therefore integrated with relevant services.
- The Service will work with services across the County ensuring good partnership working to offer the best support for service users.
- The Service will work in partnership with other professionals, including for example but not restricted to Midwifery Services, Schools, Youth Services, Police, VCS, GPs, dental services and other Health and Social Care Practitioners (see Fig 2).
- The Service will establish good working relationships with key local partners, including representation on strategic and operational partnership groups and developing services in line with localities and county wide priorities.
- The Service will deliver a three locality based model structure and working together to deliver locality based model service for children and their families, with a focus on promotion, prevention and early intervention.
- The Service will ensure for children aged 0-6 that a named Public Health Nurse or appropriately trained staff member is linked to each appropriate setting to ensure:
    - Liaison, information sharing and joint working with GP practices where necessary;
    - Direct partnership with schools to provide improved access and delivery of NCMP
    - Promotion of support that children and their families are entitled to, and, as part of that process, encouraging children and young people to access the service
    - The promotion of an integrated approach to improving child and family health locally
- The Service should link to wider stakeholder and services (e.g. hospital and community based health services, VCS) delivering in conjunction with the key practitioners.

42. Moving out of Area

- Where a child moves out of area, the Service must ensure that the child's health records are transferred to the appropriate receiving equivalent 0-19 Service in the new area within 2 weeks of notification.

- Procedures must be in place to trace and risk assess missing children and those whose address is not known with systems in place to follow up and trace children who do not attend for their assessments or appointments.
- Direct contact must be made to handover all child protection cases in other areas in a timely and responsive manner.

CHILD PROTECTION AND SAFEGUARDING

43. Child Protection and Safeguarding

Safeguarding is a core part of the Service, and runs through all levels of service delivery. The Service will provide appropriate and effective safeguarding services and will be expected to adhere to relevant national and local requirements and guidance, and implement wherever necessary.

A new safeguarding model was implemented in September 2020 for the 6-19 service which describes more clearly the role and responsibilities of the Service in safeguarding. This is to enable the effective use of resources and to avoid duplication of efforts within the system.

In summary, the 0-6 Service will:

- Work in partnership with other key stakeholders to help promote the welfare and safety of children and young people.
- Work collaboratively to support children and young people with identified health needs to offer and referring children and families to specialist medical support, where appropriate.
- Contribute to reducing the number of children who enter the safeguarding system through preventative and early help work as part of their Community, Universal and Universal Plus role.
- Deliver accordingly in line with local inter-agency and internal safeguarding policies and procedures as determined by HDFT and the North Yorkshire Children's Safeguarding Partnership
- Council to make the Service aware of children with an early help assessment, child in need, child protection or Looked After Child plan.
- Contribute to multi-agency decision-making, assessments, planning and interventions, relating to children in need, children at risk of harm, in accordance with the local Safeguarding Children Board policies and procedures and national guidance such as Working Together to Safeguard Children (HM Government, 2015).
- In line with our 0-6 service offer the child or young person is known to the Service, the Public Health Nurse will attend child protection conferences or meetings.
- Be responsible for all general enquiries, contributing to individual case management issues, handling or crisis and emergency situations with other partners as required, informing the Council of such activity through routine contract monitoring arrangements or directly where it relates to a crisis or an emergency that warrants this being shared as a matter of urgency.
- Contribute to the completion of an annual section 11 safeguarding children's audit (Produced by the Safeguarding Children's Board).
- Have a named nurse for safeguarding children and LAC to ensure that all staff (including administrative and voluntary staff) are compliant with child protection and Children and Adult Safeguarding Policies. For example, ensure all staff employed are aware of and trained to a level appropriate to their role in accordance with the intercollegiate document and abide by national and local guidance and legislation on safeguarding (children and adults).
- Ensure staff has access to sufficient safeguarding support, supervision, advice, training and guidance.
- Staff to work in partnership with safeguarding children team, specialist Looked After Teams and multi-agency partners in line with working together safeguard children and Trust and Local safeguarding Children Partnerships.
- Comply with the North Yorkshire Safeguarding Adults and Safeguarding Children Board's policies and procedures These can be found at the following webpage links: North Yorkshire Safeguarding Children Partnership (www.safeguardingchildren.co.uk) and North Yorkshire

Adults Safeguarding Partnership (http://www.nypartnerships.org.uk/index.aspx?articleid=17008).

- Have robust and accessible child protection and adult safeguarding policies and procedures. When working in outreach settings the Service shall ensure that all staff employed by the Service are familiar with and have due regard to the settings' child protection policy and safeguarding procedures.
- Ensure compliance with the Mental Capacity Act
- Ensure it has Policies in place to safeguard the safety of its employed staff that may be lone working.

In summary, the 6-19 Service will:

- Work in partnership with other key stakeholders to help promote the welfare and safety of children and young people.
- Work collaboratively to support children and young people with identified health needs relevant to the 6-19 service offer and referring children and families to specialist medical support, where appropriate.
- Deliver accordingly in line with local inter-agency and internal safeguarding policies and procedures as determined by HDFT and the North Yorkshire Children's Safeguarding Partnership
- Council to make the Service aware of children with an early help assessment, child in need, child protection or Looked After Child plan.
- Contribute to multi-agency decision-making, assessments, planning and interventions, relating to children at risk of significant harm in accordance with the local Safeguarding Children Board policies and procedures and national guidance such as Working Together to Safeguard Children (HM Government, 2015).
- Where appropriate and the child or young person is known to the Service, the Public Health Nurse will attend child protection conferences or meetings when they are the *most appropriate* health representative and there is a specific outcome to contribute.
- Be responsible for all general enquiries, contributing to individual case management issues, handling or crisis and emergency situations with other partners as required, informing the Council of such activity through routine contract monitoring arrangements or directly where it relates to a crisis or an emergency that warrants this being shared as a matter of urgency.
- Contribute to the completion of an annual section 11 safeguarding children's audit (Produced by the Safeguarding Children's Board).
- Have a named nurse for safeguarding children and LAC to ensure that all staff (including administrative and voluntary staff) are compliant with child protection and Children and Adult Safeguarding Policies. For example, ensure all staff employed are aware of and trained to a level appropriate to their role in accordance with the intercollegiate document and abide by national and local guidance and legislation on safeguarding (children and adults).
- Ensure staff has access to sufficient safeguarding support, supervision, advice, training and guidance.
- Staff to work in partnership with safeguarding children team, specialist Looked After Teams and multi-agency partners in line with working together safeguard children and Trust and Local safeguarding Children Partnerships.
- Comply with the North Yorkshire Safeguarding Adults and Safeguarding Children Board's policies and procedures These can be found at the following webpage links: North Yorkshire Safeguarding Children Partnership (www.safeguardingchildren.co.uk) and North Yorkshire Adults Safeguarding Partnership (http://www.nypartnerships.org.uk/index.aspx?articleid=17008).
- Have robust and accessible child protection and adult safeguarding policies and procedures. When working in outreach settings the Service shall ensure that all staff employed by the Service are familiar with and have due regard to the settings' child protection policy and safeguarding procedures.
- Ensure compliance with the Mental Capacity Act
- Ensure it has Policies in place to safeguard the safety of its employed staff that may be lone working.

COMPLIANCE AND GOVERNANCE

44. Clinical Governance

The Service will ensure that robust Clinical Governance systems are in place for all elements of the service delivery.

- Establish and implement the framework of clinical governance that clinical and non-clinical practitioners will be operating within.
- Undertake regular audits of clinical practice to ensure on-going service improvement is embedded into working practice.
- Undertake regular training needs assessment and provide evidence of completion of courses by staff to ensure continuing professional development is applied in support of clinical governance.
- Ensure clinicians and non-clinical practitioners are linked to an appropriate Responsible Officer for the purposes of revalidation where appropriate
- Ensure arrangements are in place to report and manage all Serious Incidents and Never Events, in line with HDFT procedures.
- Ensure there is a complaints procedure in place which is accessible to children, young people and families.
- Ensure arrangements are in place to manage the collection, storage and disposal of clinical waste.
- Ensure infection control arrangements are in place to reduce the risk of transmission of infections.
- Prescribe in line with HDFT Managing Medicines Policy and NMC prescriber proficiency standards.
- Participate in inspections, where required, in relation to the safe and secure handling of medicines (for example, the Council, CQC, etc).

45. Data Requirements

The Service will be wholly responsible for maintaining up-to-date datasets and will implement dataset changes as required and adhere to data reporting requirements as agreed in partnership with the Council.

The Service is responsible for the submission of nationally agreed datasets adhering to reporting requirements and submission deadlines which include (subject to change in line with reporting requirements) but not limited to:[12]

- National Child Measurement Programme (NCMP) – NHS Digital
- Community Services Dataset (CSDS) – NHS Digital
- Health Visiting Service Delivery Metrics – PHE
- Review Health Assessments – DofE and DoH

The Service is required to generate data extracts for the datasets relevant to the service that are created during the life of the Contract (e.g. local outcome framework measures – Schedule 5 of the Section 75 Agreement) and specified additional reporting requirements to ensure activity and performance is quantified.

The Service will be compliant with the requirements and data flows to the current local Child Health Information Service (CHIS)[13] to:

- Enable data collection to support the delivery, review and performance management of services; and
- Ensure compliance with the clinical system which requires all clinical systems to be able to receipt and process a range of child health informatics and be interoperable with other service providers for the secure and timely transfer of electronic data.

The Service will work collaboratively with commissioners and NHS England as part of the developing redesign Healthy Children: Transforming Child Health Information NHS England 2016)[14].

[12] Further information is available at: http://content.digital.nhs.uk/maternityandchildren/CYPHS

[13] https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/417076/Child_Health_Information_240315.pdf

[14] https://www.england.nhs.uk/wp-content/uploads/2016/11/healthy-children-transforming-childhealth-_info.pdf

The Service will be required during the mobilisation period, to develop a system which will capture data to evidence the outcomes required in this Specification and to demonstrate compliance and quality standards.

The Service will discuss data analysis with the Council at contract management meetings to enable informed partnership decisions relating to activity and trends.

The Service shall contribute through the mandated contacts to health needs analysis using tools such as the Early Years Profile.

The Council may request anonymised data extracts including local level district population and if possible will be provided as soon as is reasonably feesibale as per the Data Sharing Agreement.

The Service will be responsible for all general enquiries, contributing to individual case management issues, handling or crisis and emergency situations with other partners as required, informing the commissioner of such activity through routine contract monitoring arrangements or directly where it relates to a crisis or an emergency that warrants this being shared as a matter of urgency.

46. Information Technology (IT) System

The Service will use a government approved system identified in the NHS' GP Systems of Choice (GPSoC) framework for its Electronic Health Care Record (EHCR) which is able to integrate, where possible with the primary care's system so that:

- There is a shared care record available at the point of care between this service and primary care in North Yorkshire, where SystmONE is in place

SystmONE is the system used by the primary care system in the North Yorkshire and the Service should ensure that the system that it uses is The system needs to be able to share with midwifery and GP, and needs to be able to allow tracking across services using identifier (NHS number). The Service will also need to share data for the purposes of improving health, care and services through research and planning.

Appropriate records will be kept in the Child Health Information System (CHIS) or similar system to enable high-quality data collection to support the delivery, review and performance management of services in line with national service level agreements with CHIS where necessary.

The Service will ensure that employees are trained to use the IT system effectively.

The Service will be responsible for the provision of and on-going support, upgrades, maintenance and replacement of any IT system hardware, software and associated licenses.

47. Information Governance (IG)

The Service must have in place a robust IG framework.

The Service will ensure that all employees understand their obligations in relation to IG and training is provided where necessary.

The Trust is required to demonstrate that they are either:

- registered with the NHS Digital IG Toolkit achieving Level 2 for all requirements; or
- the same standards are met through a different IG quality system of a similar standard.

The Service will:

- ensure the processing, transfer and storage of Service User identifiable data is secure and complies with all relevant and current legislation and guidance.
- establish a secure process to share patient identifiable data with urgent and emergency care services.

- be registered with the Information Commissioner Office (ICO) and comply with the standards set by the ICO.

48. Confidentiality

The Service must demonstrate that robust confidentiality processes are in place and Caldicott Principles are adhered to in the interest of patient safety:

- justify the purposes of using confidential information
- only use it when absolutely necessary
- use the minimum that is required
- access should be on a strict need to know basis
- everyone must understand his or her responsibilities
- understand and comply with the Law
- the duty to share information can be as important as the duty to protect patient confidentiality

These Caldicott Principles as well as the Data Protection Act 2018 and The Common Law Duty of Confidentiality should not be a barrier to sharing relevant, proportionate information to safeguard and protect children and young people.

The Service must have a named Caldicott Guardian, who shall be responsible for ensuring that all employees comply with the data standards produced by the Information Standards Board for Health and Social Care.

The Service will ensure that data is not revealed or passed on to any third party who is not authorised to receive such data.

Where there is any doubt as to whether or not someone has legitimate access to information, checks should be made before any information is disclosed, in cases where the right to confidentiality is overruled by issues of safeguarding, the Individual concerned should be informed wherever possible if other agencies are to be involved.

The Trust should also refer to 'Record Keeping: Guidance for Nurses and Midwives', NMC, 2015.[15]

49. Data Information, Systems and Confidentiality

Schedule 6 of the Section 75 Agreement and Clause 21 of the Section 75 Agreement sets out the provisions in relation to Information Sharing and Data Protection for the Service with those terms clearly defining the processing which is to take place under the Contract.

- Transfer and Storage of Data:
  - The Service shall at all times adhere to requirements of the General Data Protection Regulations and Data Protection Act 2018 in the transfer and storage and processing of data specific to this contract. Where data is held on Trust IT systems, The Trust will also comply with the requirements below.

- Data sharing / consent:
  - The Service shall obtain all appropriate consents prior to the sharing of any data to a third party.

- Freedom of Information:
  - The Service shall comply with all reasonable requests for information made under the Freedom of Information Act 2000 in relation to the services provided.

- Confidentiality:
  - The Service will receive Confidential Information from the Council or other stakeholders and shall undertake to keep such information secret and strictly confidential and shall not disclose any such

[15] https://www.nmc.org.uk/standards/code/record-keeping/

Confidential Information to any third party, without the Discloser's prior written consent, subject to the provisions outlined in Clause 30 of the Terms and Conditions specific to this contract.

- Contract closure:
  - The Service must comply with obligations relating to document retention and destruction in accordance with statutory guidance and the NHS Records Management Code of Practice for Health and Social Care 2016 as referenced in the Data Schedule at Schedule 6 of the Section 75 Agreement.

- Data ownership / Intellectual property rights:
  - Under the General Data Protection Regulations, for the purposes of this Contract, the Council is the Data Controller and the Trust is the Data Processor.
  - All Intellectual Property Rights furnished to or made available to the Trust by the Council shall remain the property of the Council, along with those prepared by or for the Service for use, or intended use, in relation to the performance of its obligations under the Contract shall belong to the Council. Further information regarding Intellectual Property can be found at Clause 29 of the Terms and Conditions specific to this contract.

50. Technical Security Requirements

The Service will:

- Ensure that any Council data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product which has been formally assured through a recognised certification process.
- Ensure that any Council data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
- Must operate an appropriate access control regime to ensure users and administrators are uniquely identified.
- Ensure that any device which is used to process Council data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) End User Devices Platform Security Guidance.
- At their own cost and expense, procure an IT Health Check from a certified supplier and penetration test performed prior to any live data being transferred into their systems.
- Perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.
- Collect audit records which relate to security events in delivery of the Service or that would support the analysis of potential and actual compromises. The retention period for audit records and event logs shall be a minimum of 6 months.
- Must be able to demonstrate they can supply a copy of all data on request or at termination, and must be able to securely erase or destroy all data and media that the Council data has been stored and processed on.
- Not, and will procure that none of its sub-contractors, process the Council's data outside the European Economic Area (EEA).
- Implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.
- Ensure that the service is designed in accordance with NCSC principles, security design principles for digital services, bulk data and cloud security principle.
- Implement such additional measures as agreed with the Council from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

51. Future Proofing

The Service will:

- Keep up to date with technical developments as they become available and shall ensure that provision is made to build innovative solutions into the service model, without compromising on compliance or quality. This should be achieved so that the delivery of a high quality and responsive service is maintained.

- Review and continuously improve the Service making use of technology and computer applications where appropriate and will seek and act on Service User, and staff feedback to support continuous improvement and development.
- Ensure service and support reflects local health needs and priorities including the sustainability and transformation of services. The Service will prioritise babies, children's and young people's health. There will be an appreciation that the health and wellbeing needs of babies, children and young people are crucial to securing long-term population health and reducing the local burden of healthcare provision.

A TRANSFORMED WORKFORCE

The workforce is critical to the vision of the service for children, young people and families and transforming the workforce is the key to achieving this whilst being aware that there are system barriers that prevent frontline practitioners from working with families in the way they know best. Over the life of the contract, the Council will work with the Service and other local partners to identify and where possible remove these barriers and create enabling working cultures and environments.

The Service will play an important role in the achieving this transformed workforce through the right leadership and workforce competency and development.

52. Strategic and Operational Leadership

The Service will:

- Have in place an organisational management structure (OMS) which provides a description of the key leadership roles and responsibilities, reporting relationships and accountabilities.
- The OMS will support delivery of a safe, effective and efficient service in line with the requirements of this Service Specification.
- For the purpose of delivering an integrated 0-19 service, show the links between the organisation's roles, responsibilities and accountabilities and those of all other local organisations.

53. Workforce Competency and Development

The Service will:

- Have in place a multi-disciplinary team of appropriately qualified Public Health Nurses and a skill mix of staff which is diverse and reflects the needs of the population.
- Ensure all public health nurses are registered or working towards additional registration with the Nursing and Midwifery Council.
- Have in place a governance structure, responsible for ensuring clear and consistent governance processes are in place, and will be accountable for the clinical quality of the Service working closely with the senior leads in other key partners.
- Ensure supervision arrangements are in place for all staff, in line with national guidance, and measures are in place to maintain competency standards of all Staff.
- Develop a robust workforce development plan which should demonstrate service development in response to client experience, feedback from families and staff.
- Align and prioritise delivery in line with local population needs, inequalities and outcomes.
- Ensure a focus on Building Community Capacity and collaborate in interagency approaches and training, to enable innovative and creative Public Health nursing services to meet local needs and to add to the body of research evidence for the profession.
- Ensure robust workforce analyses and plans are developed which include: numbers of new students needed; number of apprentices/trainees; recruitment/retention plans; numbers of retirees; potential other leavers; and
- Ensure organisational processes and managerial support are in place to ensure that mentors and practice teachers are able to provide high quality placements for students.
- Ensure all employees, including bank staff can demonstrate professional competency and understand all relevant policies and processes.

- Have in place individual training and development plans for all employees, including bank staff , and will undertake annual appraisals, with peer review where appropriate, to ensure their CPD.
- Ensure all staff are up to date and competent in training as identified in the training needs analysis matrix – e.g. stop-smoking, smoke free homes, substance misuse, sexual health, obesity, infant nutrition, immunisations, breastfeeding and it will promote and support a healthy workforce.

MOBILISATION

54. Mobilisation Plan

- The Service will have in place a detailed mobilisation plan, which will set out how each aspect of the Service will be mobilised, including key milestones.
- The Mobilisation Period will be from 1st September 2021 for a 12 month period. The Service will be expected to start provision of the service on the 1st September 2021.
- The Service and the Council will meet as agreed during the mobilisation period to ensure key milestones have been met and that any remedial/corrective action has been taken.

PERFORMANCE AND CONTRACT MANAGEMENT

55. Quarterly Service Performance Reviews

Quarterly service review meetings will be held between the Service and the Council. The Service shall provide a quarterly report of activity data and performance against the measures identified in the Performance and Monitoring Framework. Performance reports shall be produced and sent to the Council at least one week in advance of the review meeting.

The format of the performance report will be agreed between the Council and the Service.
Review meetings will be held on the Council's premises unless the parties agree otherwise.

The Council will not pay for any expenses for attendance at any of these review meetings. The Service will provide, when requested, exception reports where there are queries or anomalies in their performance reports and/or data. Exception reports may also be requested where there have been good outcomes to demonstrate what has been effective.

An annual contract review meeting will be held to assess performance over the previous year. At this meeting the Service shall produce an annual report. The annual review meeting will include a review of budget and performance against measures as well as agreeing any developments or new performance measures for the Service for the forthcoming year. The performance measures will be reviewed annually and may be amended to specifically address emerging needs or trends.

56. Service Users Feedback and Engagement

The Service will be able to evidence that the experience and involvement of families is regularly gathered and taken in to account to inform service delivery and improvement.

- They will use established consistent tools for measuring outcomes.
- Service impact will also be demonstrated through service user feedback.
- The Service should also have a well-publicised feedback and complaints procedure which includes quality standards related to how complaints are dealt with and responded to.

The Service is required to have a process for dealing with and responding to Serious Incidents including those related to safeguarding and child protection.

57. Staff performance

The Service shall provide exception reports where staff performance is identified as having an adverse impact on the delivery of the service.

58. Partnership Performance

The Service and the Council will work together to demonstrate the value of this contract in delivering outcomes for children, young people and adults, for example when either organisation is subject to an inspection by a government or professional body.

The Service shall provide information to support needs assessment and any other monitoring reports required by the Council, the Children's Safeguarding Partnership, the Health and Wellbeing Board or other relevant Committees or Boards, as set out in the Information Sharing Agreement set out in Schedule 6 of the Section 75 Agreement.

59. Auditing Impact and Outcomes

To provide assurance that frontline practice is safe and delivering its stated objectives, the Service shall carry out relevant audit exercises and use the findings to inform and improve practice. The Service will submit an annual audit/service transformation plan to be agreed with the Council.

Appendices

Appendix 1: Table Illustrating Number of Children and Young People by Early Help Service Team Area

Early Help Service Team Area	Number of Children & Young People							
	0 to 19 Pop	Under 5 Pop	5 to 19 Pop	Eligible for FSM (Jan 20)	Children subject to CPP	Children subject to CiN Plan	0-19 Early Help cases	Open Early Help Households
Craven	11142	2439	8703	594	11	86	142	72
Hambleton	18120	3992	14128	1269	30	120	284	172
Harrogate	9348	2313	7035	603	11	75	150	82
Knaresborough	12525	2694	9831	794	28	79	189	103
Ripon and Rural	13802	2570	11232	663	12	76	211	103
Richmondshire	11378	2625	8753	666	21	86	168	93
Ryedale	10834	2425	8409	782	23	84	226	106

Scarborough	16504	4066	12438	2157	123	228	428	213
Selby	11503	2883	8620	818	35	98	255	121
Selby Rural	8736	2179	6557	384	14	39	113	51
Whitby	4928	1062	3866	419	17	58	137	70

FSM – Free School Meals
CPP – Child Protection Plan
CiN – Child in Need
DSF – Developing Stronger Families
TAC – Team Around Child

OFFICIAL - SENSITIVE

Appendix 2 - National Policy, Guidance and Applicable Quality

North Yorkshire Local Transformation Plan for Children and Young People's Emotional and Mental Health 2015-2020 October 2019 Refresh

Young and Yorkshire 2 – North Yorkshire Children and Young People's Plan 2018

Working Together to Safeguard Children A guide to inter-agency working to safeguard and promote the welfare of children, (DfE March 2018)

North Yorkshire Early Help Strategy, 2018

Hope, Choice and Control – North Yorkshire Mental Health and Wellbeing Strategy 2015-20

Future in Mind - Improving mental health services for young people. (DHSC 2015)

Rapid Review to Update Evidence for the Healthy Child Programme 0–5. (DoH 2015)

Safeguarding children and young people: roles and competencies for health care staff. Intercollegiate document. (Royal College of Paediatrics & Child Health 2014).

NHS Outcomes Framework 2014 to 2015 (DH, 2013)

Public Health Outcomes Framework 2013 to 2016 (DH, 2014)

The Marmot Review (2010) Strategic Review of Health Inequalities in England, post-2010

Conception to Age two: The Age of Opportunity. WAVE Trust and DfE
UNICEF UK Baby Friendly Initiative

Rapid Review to Update Evidence for the Healthy Child Programme 0–5 (PHE, March 2015)

Promoting children and young people's emotional health and wellbeing: A whole school and college approach (PHE and The Children and Young People's Mental Health Coalition, March 2015)

Healthy Child Programme – Pregnancy and the first five years of life (DH, 2009 amended August 2010)

Better health outcomes for children and young people Pledge

Allen, G. (2011a) Early Intervention: The Next Steps. HM Government: London

Allen, G. (2011b) Early Intervention: Smart Investment, Massive Savings. HM Government: London

Promoting the health and wellbeing of Looked After Children (DH and DoH 2015)

Looked After Children Rolls and competencies of Healthcare Staff Intercollegiate Document: December 2020 (RCN & RCPCH)

CQC Essential Standards of Quality and Safety 2010

UK National Screening Committee Standards and Guidelines

- Newborn Bloodspot Screening
- Newborn Hearing Screening
- Newborn Infant & Physical Examination
- The Green Book- (Imms)

Key NICE public health guidance includes:

NICE guidance summary for public health outcome domain (PHE 2013) https://www.gov.uk/government/publications/nice-guidance-summary-for-public-health-outcome-domain

Please note: For all reference see the NICE website.

- PH3 – Prevention of sexually transmitted infections and under 18 conceptions
- PH6 – Behaviour change at population, community and individual level (Oct 2007)
- PH8 – Physical activity and the environment
- PH9 – Community engagement (July 2010)
- PH11 – Maternal and child nutrition
- PH12 – Social and emotional wellbeing in primary education
- PH14 – Preventing the uptake of smoking by children and young people
- PH17 – Promoting physical activity for children and young people
- PH21 – Differences in uptake in immunisations
- PH24 – Alcohol-use disorders: preventing harmful drinking
- PH26 – Quitting in smoking in pregnancy and following childbirth (June 2010)
- PH27 – Weight management before, during and after pregnancy (July 2010)
- PH28 – Looked-after children and young people: Promoting the quality of life of looked-after children and young people (October 2010)
- PH29 – Strategies to prevent unintentional injuries among children and young people aged under 15 Issued (November 2010)
- PH30 – Preventing unintentional injuries among the under-15s in the home
- PH31 – Preventing unintentional road injuries among under-15s
- PH40 – Social and emotional wellbeing – early years: NICE public health guidance 2012
- PH42 – Obesity working with local communities
- PH44 – Physical activity: brief advice for adults in primary care
- PH48 – Smoking cessation: acute, maternity and mental health services http://www.nice.org.uk/guidance/PH48
- PH49 – Behaviour change: individual approaches
- PH50 – Domestic violence and abuse: how health services, social care and the organisations they work with can respond effectively. NICE public health guidance http://www.nice.org.uk/guidance/PH50
- CG43 – Obesity: Guidance on the prevention, identification, assessment and management of overweight and obesity in adults and children
- CG45 – Antenatal and postnatal mental health: clinical management and service guidance (February 2007)
- CG62 – Antenatal care: routine care for the healthy pregnant woman (March 2008)
- CG89 – When to Suspect Child Maltreatment (July 2009)
- CG93 – Donor milk banks: the operation of donor milk bank services
- CG110 – Pregnancy and complex social factors**:** A model for service prevision for pregnant women with complex social factors
- CG170 – Autism: the management and support of children and young people on the autism spectrum http://www.nice.org.uk/guidance/cg170
- QS22 – Quality standards for antenatal care
- QS31 – Quality standard for the health and wellbeing of looked-after children and young people
- QS37 – Postnatal Care

- QS59 – Antisocial behaviour and conduct disorders in children and young people http://www.nice.org.uk/guidance/QS59
- QS43 – Smoking cessation**:** supporting people to stop smoking
- QS46 – Multiple pregnancies
- QS48 – Depression in children and young people
- QS51 – Autism http://www.nice.org.uk/guidance/QS51
- Suite of Evidence based pathways and interventions
- Svanberg P O, Barlow J & TigbeW The Parent–Infant Interaction Observation Scale:
- Reliability and validity of a screening tool. Journal of Reproductive and Infant Psychology,
- 2013: Volume 31, Issue 1, 2013
- Milford R, Oates J. Universal screening and early intervention for maternal mental health and attachment difficulties. Community Practitioner, 2009; 82(8): 30-

Appendix 3 – Health Reviews

Review	Description
Universal **Antenatal health promoting visits – a robust referral process will need to be developed and agreed with Local Maternity Services**	Contact should be universal and include preparation for parenthood messages. Promotional narrative listening interview. This should be done as a blended approach including face-to-face at home or via a virtual platform following an cumulative risk assessment. If a vulnerability is identified a face-to-face contact would be required. Identified potential vulnerabilities could include: • domestic abuse; • young parent • poverty; • homelessness. • Mental health • substance misuse; • recent arrival as a migrant; • asylum seeker or refugee status; • difficulty speaking or understanding English; • Previous LAC https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/465344/2903819_PHE_Midwifery_accessible.pdf
Universal **New Baby Review**	Face-to-face home contact between 10-**14 days** with mother and partner to include: • Initial relationship building with family following birth • Infant feeding • Promoting sensitive parenting • Promoting development • Assessing maternal mental health • SIDS prevention including promoting safe sleep • Keeping safe • Promoting community support services • Discussing consent to share information • An assessment of baby's growth • On-going review and monitoring of the baby's health • Assessment of safeguarding concerns • Promotion of secure attachment. • Include promotion of immunisations specificallyAdherence to vaccination schedule for babies born to women who are hepatitis B positiveAssess maternal rubella status and follow up of two MMR vaccinations (to protect future pregnancies).

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	• Checking of the status of all screening results and take prompt action to ensure appropriate referral and treatment pathways are followed in line with UK NSC Standards, specifically: • Newborn blood spot; ensuring results for all conditions are present • Results of NIPE examinations • Hearing screening outcome. • Contraception (all families): provision of post-natal contraception to reduce sexually transmitted infections and subsequent unplanned pregnancies **Additional/ complex health needs** –where a child remains in hospital contact will be negotiated and the service will play a key part of discharge planning and support.
Universal **6 – 8 Week Assessment**	This should be done as a blended approach including face-to-face at home or via a virtual platform following an cumulative risk assessment. If a vulnerability is identified a face-to-face contact would be require. Includes: • On-going support with breastfeeding involving both parents • Assessing maternal mental health ○ Assessment of the mother's mental health at six to eight weeks, by asking appropriate questions for the identification of depression, such as those recommended by the NICE https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/212906/Maternal-mental-health-pathway-090812.pdf 1. The baby's GP (or nominated Primary Care examiner) will have responsibility for ensuring the 6-8 week NIPE screen is completed for all registered babies 2. Include promotion of immunisations specifically: a. Adherence to vaccination schedule for babies born to women who are hepatitis B positive b. c. Checking of the status of all screening results and take prompt action to ensure appropriate referral and treatment pathways are followed in line with UK NSC Standards as above in initial check. • Promoting community support services • Discussing consent to share information • Agree plan of ongoing care

Universal **9 – 12 months**	This should be done as a blended approach including face-to-face at home or via a virtual platform following an cumulative risk assessment. If a vulnerability is identified a face-to-face contact would be require. Includes: • Assessment of the baby's physical, emotional and social development and needs in the context of their family using evidence based tools, for example, Ages and Stages 3 and SE questionnaires; • Promote language development; • Supporting parenting, provide parents/carers with information about attachment and developmental and parenting issues; • Monitoring growth; • Health promotion, raise awareness of dental health and prevention (ensuring that all children are accessing primary dental care services for routine preventive care and advice), healthy eating, injury and accident prevention relating to mobility, safety in cars and skin cancer prevention; • Check newborn blood spot status and arrange for urgent offer of screening if child is under 1 year; • Adherence to vaccination schedule and final serology results for • Babies born to women who are hepatitis B positive; status of • • Promoting community support services • Discussing consent to share information • Agree plan of ongoing care
Universal **By 2 – 2½ Years**	This should be done as a face-to-face. Includes: • Review with parents/carers the child's social, emotional, behavioural and language development using ASQ 3 and ASQSE(Social-Emotional); • Respond to any parental/carer concerns about physical health, growth, development, hearing and vision; • Where weight management issues are identified families will be encouraged and supported to access an appropriate evidence based intervention. • Offer parents/carers guidance on behaviour management and opportunity to share concerns; • Offer parent/carer information on what to do if worried about their child; • Promote language development; • Encourage and support to take up early years education; • Give health information and guidance; • Review immunisation status; • Offer advice on nutrition and physical activity for the family;

	• Raise awareness of dental care, accident prevention, sleep management, toilet training and sources of parenting advice and family information; This review should be integrated with the Early Years Foundation Stage two year old summary as described in the service model. • Promoting community support services • Discussing consent to share information • Agree plan of ongoing care

..\..\..\Healthy Child Programme\0-19 PHE Guidance\National HCP_Commissioning_Guide_3 Performance Framework 2021.pdf

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SCHEDULE 2 – FUNCTIONS

1 INTRODUCTION

1.1 This Schedule details the Council Health Related Functions that will be exercised by the Trust under this Partnership Agreement. This Schedule may be subject to amendment from time to time.

2 COUNCIL HEALTH RELATED CARE FUNCTIONS – 0-5 SERVICE

2.1 The Council Health Related Functions include the functions under Regulation 5A of The Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013, as amended.

2.2 The Regulations described in paragraph 2.1 above require local authorities to carry out five mandated child development reviews, providing a national, standardised format to ensure universal coverage and ongoing improvements in public health (as set out in Regulation 5A(2) of the Regulations referenced in paragraph 2,1 of this Schedule 2).

2.3 the five mandated reviews are:

2.3.1 the antenatal health promoting visit;

2.3.2 the new baby review;

2.3.3 the six to eight week assessment;

2.3.4 the one year assessment; and

2.3.5 the two to two-and-a-half year review.

3 COUNCIL HEALTH RELATED CARE FUNCTIONS – 5-19 SERVICE

3.1 The Council Health Related Functions include the functions under the 2006 Act, specifically Schedule 1, paragraph 1 which requires local authorities to:

"*provide for the medical inspection at appropriate intervals of pupils in attendance at schools maintained by [the local authority] and for the medical treatment of such pupils.*"

4 TRUST NHS FUNCTIONS - 0-19 SERVICE

4.1 The NHS Functions which the Trust will exercise in conjunction with the Council Health Related Functions include those functions that the Trust exercises to deliver the following NHS services:

4.1.1 Specialist children's services (complex health needs and disabilities);

4.1.2 Speech and language therapy;

4.1.3 Acute and community paediatrics;

4.1.4 Specialist safeguarding service for children; and

4.1.5 Childhood immunisations.

SCHEDULE 3– FINANCIAL CONTRIBUTIONS

1 FINANCIAL CONTRIBUTIONS

1.1 This Agreement is proposed to continue in force for a period of two years, nine months with three potential extensions of three, two and two years respectively, totalling a maximum of nine years and 9 months.

1.2 Subject to paragraph 1.5 below, the Council agrees to pay the Financial Contributions set out in the row in the table below called "Revised service 0 -19 after savings applied" to the Trust in respect of the delivery of the Council's Health Related Functions:

			Year 1			Year 2	Year 3	Year 4	Year 5	Years 6 - 10	Total £	
Financial Years	2019-20 £	2020-21 £**	Qtr 1 2021-22 £	Qtr 2-4 2021-22 £	2021-22 £	2022-23 £	2023-24 £	2024-25 £	2025-26 £	Years 2026-31 £	Total £	Average £
Core Healthy Child Service 0-19 Service	7,279,700	7,541,500	1,885,375	5,656,125	7,541,500	7,644,528	7,499,278	7,265,028	7,002,528	34,675,140	71,628,002	7,162,800
Public Health Grant Uplift 2021***				50,528	50,528						50,528	
Previously agreed funding support				202,500	202,500	67,500		(202,500)	(67,500)		-	-
Public Health Grant savings*	(95,600)			(150,000)	(150,000)	(212,750)	(234,250)	(60,000)	-	-	(657,000)	(65,700)
Revised service 0 - 19 after savings applied	7,184,100	7,541,500	**1,885,375**	**5,759,153**	**7,644,528**	**7,499,278**	**7,265,028**	**7,002,528**	**6,935,028**	**34,675,140**	**71,021,531**	**7,097,100**
Revised total cost of service												

*Public Health Grant savings - The total savings of £657,000 does not include the 2019/20 saving of £95,600. Including this gives a total saving of £752,600.
**Increase in budget from £7.2m to £7.5m - Agenda for change increase supported by increase in Public Health Grant 2020-21.
*** This increase reflects the increase in Public Health Grant for 2021-22 of 0.67% based on £7,541,500

1.3 The Council's Financial Contribution for each Financial Year will be paid quarterly in advance in four equal instalments. The Trust is not required to issue an invoice.

1.4 If the Partners do not agree to extend the Agreement in accordance with Clause 2.3 of this Agreement (or otherwise), the Council may reduce the payment for the final Quarter of this Agreement by £67,500 which will represent the previously agreed funding support provided by the Council to the Trust in the Financial Year 2022-23 (see above table) as part of the Financial Contributions for that year.

1.5 Where the Council receives an inflationary increase to its Public Health Grant for any given Financial Year after the first Financial Year of this Agreement, the Financial Contribution for that Financial Year will be increased by the same percentage, as the inflationary increase in the Public Health Grant. Where this causes a financial pressure for either Partner, further discussions will need to occur as set out in Clause 11.4 of this Agreement.

1.6 If the process outlined in paragraph 1.5 above introduces a level of risk to the Service, or a financial risk to either or both Partners, the Partners agree to act at the earliest opportunity to understand the potential scale of any shortfall and develop options for how this could be managed. Jointly-developed proposals will be shared with the Healthy Child Board for further development or approval. The Partners agree to use reasonable endeavours to work together to reach a position where there is a good outcome for both Partners, and importantly the children and families this Service serves.

2 PREMISES

2.1 Any costs arising out of the Trust's use of Council Premises to provide the Services will be addressed in a separate licence agreement.

3 VAT

3.1 As at the Commencement Date, the Services are exempt from VAT and VAT is therefore not payable in additional to the Financial Contributions.

SCHEDULE 4– GOVERNANCE STRUCTURE

1 INTRODUCTION

1.1 The purpose of this Schedule 4 is to set out the governance structure for the Partnership Arrangements under this Agreement which will apply from the Commencement Date.

1.2 This Schedule includes the terms of reference of the groups directly involved in the governance of this Agreement and describes those of relevance to it.

2 HEALTHY CHILD BOARD

2.1 The Healthy Child Board will oversee the strategic implementation of this Agreement, ensuring the terms of this Agreement and the spirit of the Partnership Arrangements are adhered to.

2.2 This Healthy Child Board will be chaired by the Council's Director of Children and Young People's Services and the vice-chair will be the Trust's [Deputy Chief Executive/Finance Director]. In the absence of the chair or vice chair, a deputy chair will be appointed by members in attendance at the relevant meeting.

2.3 The arrangements set out in paragraph 2.2 of this Schedule 4 will continue until the Expiry Date. If the Partners agree to extend this Agreement, the arrangements will be reviewed by the Partners.

2.4 The Healthy Child Board will have responsibility for:

2.4.1 Overseeing the provision of the Services;

2.4.2 Ensuring the Services meet the public health mandate and the financial; performance; quality; and safeguarding requirements as set out in this Agreement;

2.4.3 Developing integrated partnerships and pathways between children's services to improve outcomes for children, young people and families, reducing duplication and increasing efficiency (including "Early Help"; "No Wrong Door"; acute and community paediatrics; and other relevant services);

2.4.4 Developing a work programme to address the factors set out in paragraph 2.4.3 above;

2.4.5 Reviewing opportunities for integrated provider management approaches between the Council and the Trust;

2.4.6 Resolving issues escalated to the Healthy Child Board by the Healthy Child Mobilisation Group;

2.4.7 Overseeing progress against, and agreeing any further required action in respect of, the Service Improvement Plan;

2.4.8 Review and approval of an annual report (formulated in accordance with Clause 17 of this Agreement) on all service, financial, performance, quality and safeguarding issues for further review and approval by the Trust's Board and the Council so that the Healthy Child Board can be assured that this Agreement is being delivered effectively and the public health mandate met; and

2.4.9 Review and approval of the Service Transformation and Development Plan (formulated in accordance with Clause 8 of this Agreement) which shall set out how the Services are delivered at the time the Service Transformation and Development Plan is developed, achievements and future plans for review and approval by the Healthy Child Board.

2.4.10 Putting in place periodic Service audits and deep dives, as agreed between the Partners, to give assurance as to the progress being made by the Trust against the Service Improvement Plan.

2.5 Membership of the Healthy Child Board will include:

2.5.1 For the Council:

(a) Director of Children's Services;

(b) Public Health Consultant;

(c) Assistant Director of Strategic Resources; and

(d) Assistant Director of Children and Young People's Services.

2.5.2 For the Trust:

(a) Deputy Chief Executive and Director of Finance;

(b) Operational Director;

(c) Head of Safeguarding and Lead Nurse for Public Health and Quality; and

(d) Clinical Director.

2.5.3 Non-voting members:

(a) Chief Nurse for the relevant clinical commissioning group (or an equivalent clinical commissioning representative)

2.6 Other relevant officers may attend any meeting of the Healthy Child Board by invitation, as and when required, and as agreed by both Partners. Any invited attendee who is not a member or appointed deputy may contribute to the discussion but does not have a say in decision making i.e. their agreement is not required for the Healthy Child Board to make a decision in accordance with paragraph 2.11 below.

2.7 Where a member of the Healthy Child Board is unable to attend a meeting, the relevant Partner will appoint a deputy to attend on their behalf. Where a deputy is appointed, the relevant Partner will ensure that the deputy has appropriate authority to take decisions as required and that the appointment is recorded in writing and sent to the chair and vice chair ahead of the scheduled meeting.

2.8 The Healthy Child Board will meet as frequently as required to undertake its business, but shall hold a minimum of 4 meetings per annum. In the first year of this Agreement the Healthy Child Board will meet on a bi-monthly (8 weekly) basis.

2.9 The Council will provide the secretariat to the Healthy Child Board and will collate and distribute the agenda for each meeting, with papers being sent out a minimum of 5 Working Days in advance of each Healthy Child Board meeting

2.10 In order for any meeting of the Healthy Child Board to be quorate, there must be at least 2 members (or appointed deputies) from each Partner in attendance.

2.11 Subject to paragraph 2.12, decisions of the Healthy Child Board can only be taken where all the members (or their deputies) in attendance at the meeting agree.

2.12 Where a decision to be taken by the Healthy Child Board is a decision that for the Trust is a decision that is delegated to the Deputy Chief Executive only (being any decision which would otherwise be a

Board decision save for such delegation), the Healthy Child Board may only take a decision where that decision is agreed by the Deputy Chief Executive on behalf of the Trust and the Council members.

2.13 Where members of the Healthy Child Board do not have the requisite authority to make decisions, they must escalate such decisions to the relevant authority holder in line with their respective organisation's constitution and governance arrangements.

3 HEALTHY CHILD MOBILISATION GROUP

3.1 The Healthy Child Mobilisation Group will oversee the mobilisation and delivery of the Service, ensuring that the Service is delivered in accordance with the Partnership Arrangements.

3.2 The Healthy Child Mobilisation Group will be co-chaired by the Trust General Manager and the Commissioning Manager, Health, Inclusion (CYPS) for the Council.

3.3 The Healthy Child Mobilisation Group will have responsibility for:

3.3.1 Overseeing the delivery of the mobilisation plan;

3.3.2 Implementing the healthy child mandate and the Services;

3.3.3 Resolving issues escalated to the Healthy Child Mobilisation Group by either Partner or where this is not possible, escalating issues to the Healthy Child Board.

3.3.4 Overseeing and facilitating the following work streams:

(a) Contracting

(b) Safeguarding board concerns;

(c) Relevant operational meetings; and

(d) Transformation work streams.

3.3.5 Subject to the direction of the Healthy Child Board, developing integrated partnerships and pathways between children's services to improve outcomes for children, young people and families; reduce duplication; and increase efficiency including 'Early Help', 'No Wrong Door', acute and community paediatrics and other services.

3.3.6 Preparing an annual report (formulated in accordance with Clause 17 of this Agreement) on all service, financial, performance, quality and safeguarding issues for review by the Healthy Child Board.

3.3.7 Developing the framework and content for the Service Transformation and Development Plan (in accordance with Clause 8 of this Agreement) which shall set out how the Services are delivered at the time the Service Transformation and Development Plan is developed, achievements and future plans for review and approval by the Healthy Child Board.

3.4 Membership of the Healthy Child Mobilisation Group will include:

3.4.1 For the Council:

(a) Commissioning Manager;

(b) Lead Consultant in Public Health; and

(c) Representative of Children and Young Peoples Service

3.4.2 For the Trust:

(a) General Manager;

(b) Service Managers;

(c) Safeguarding Lead;

(d) Head of Charity; and Business Development Project Manager

3.5 In the first instance, the Healthy Child Mobilisation Group will meet on a fortnightly basis with a view to transitioning to a timetable that is determined as appropriate by the Healthy Child Mobilisation Group.

3.6 The Council will provide the secretariat to the Healthy Child Mobilisation Group and will collate and distribute the agenda for each meeting, with papers being sent out in advance of each meeting.

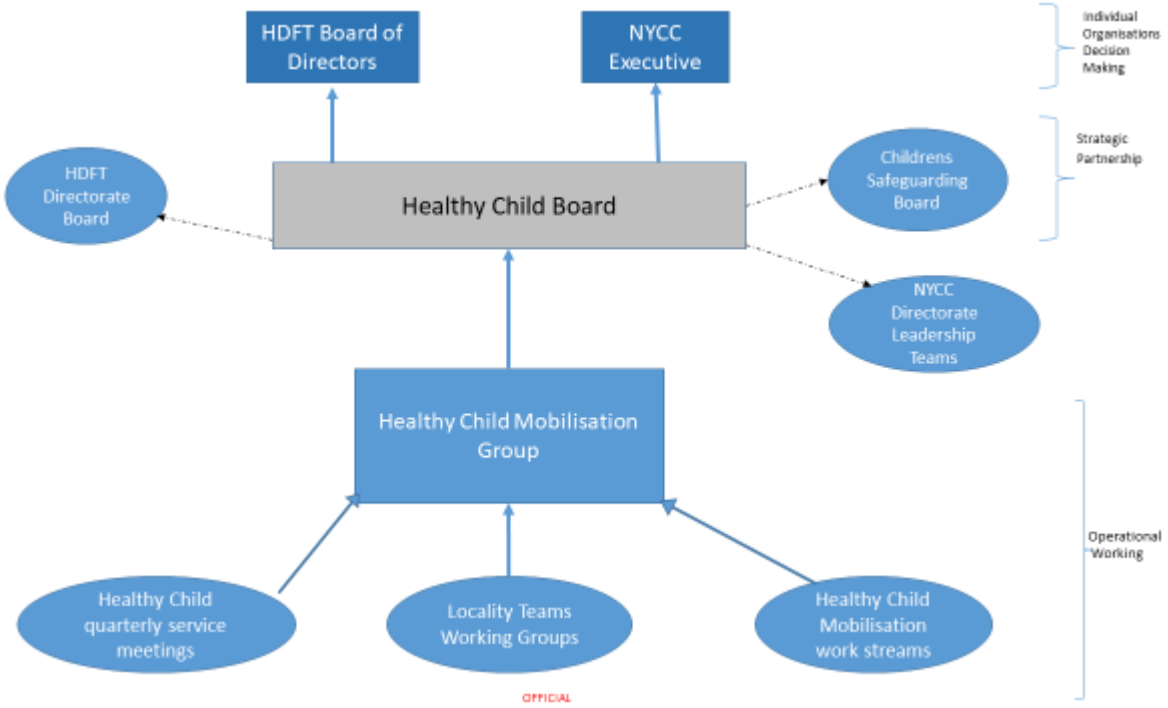
3.7 In order for any meeting of the Healthy Child Mobilisation Group to be quorate, there must be at least 1 Council member and 2 Trust members in attendance.

3.8 The Healthy Child Mobilisation Group can make decisions by consensus through its membership but only if the members in attendance have the relevant authority to make such decisions.

4 GOVERNANCE STRUCTURE CHART

4.1 The diagram below illustrates the governance arrangements agreed between the Partners.

PARTNERSHIP GOVERNANCE FRAMEWORK FOR INTEGRATED 0-19 HEALTHY CHILD SERVICE



SCHEDULE 5 – PERFORMANCE MANAGEMENT FRAMEWORK

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Schedule 5 - HCP
HDFT Performance M

OFFICIAL - SENSITIVE

SCHEDULE 6 – INFORMATION SHARING AGREEMENT [TO BE INSERTED PRIOR TO COMPLETION]

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North Yorkshire County Council

Equality impact assessment (EIA) form: evidencing paying due regard to protected characteristics

(Form updated April 2019)

Changes to Universal Healthy Child Service

If you would like this information in another language or format such as Braille, large print or audio, please contact the Communications Unit on 01609 53 2013 or email communications@northyorks.gov.uk.

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান, তাহলে দয়া করে আমাদেরকে বলুন।

如欲索取以另一語文印製或另一格式製作的資料，請與我們聯絡。

اگر آپ کو معلومات کسی دیگر زبان یا دیگر شکل میں درکار ہوں تو برائے مہربانی ہم سے پوچھئے۔

Equality Impact Assessments (EIAs) are public documents. EIAs accompanying reports going to County Councillors for decisions are published with the committee papers on our website and are available in hard copy at the relevant meeting. To help people to find completed EIAs we also publish them in the Equality and Diversity section of our website. This will help people to see for themselves how we have paid due regard in order to meet statutory requirements.

Name of Directorate and Service Area	Health and Adult Services
Lead Officer and contact details	Richard Webb Richard.webb@northyorks.gov.uk
Names and roles of other people involved in carrying out the EIA	Victoria Ononeze, Public Health Consultant Emma Lonsdale, Commissioning Manager Health Outcomes Mike Rudd – Head of Commissioning

	Sarah Morton, Senior Solicitor
How will you pay due regard? e.g. working group, individual officer	To be regularly reviewed as part of the Childhood Futures Programme 0-19 Service Transformation
When did the due regard process start?	Engagement with stakeholders in August 2018 to help inform the development of new service model. Full public consultation completed between October 2020 and January 2021

Section 1. Please describe briefly what this EIA is about. (e.g. are you starting a new service, changing how you do something, stopping doing something?)

This EIA relates to the decision to develop a new model for the delivery of the Universal Element (Health Visiting (0-5) and School Age (5-19) services) of the Healthy Child Programme (HCP) in North Yorkshire.

In 2018, North Yorkshire County Council (NYCC) initiated a review of the HCP to determine commissioning options from March 2020. This included seeking the views of local partners, staff and service users. The aim is to develop a more integrated 0-19 service that is more responsive to the needs of children, young people and families.

A paper was considered by the Executive in August 2019 which set out the approaches to commissioning the different elements of the programme. For the Universal element of the HCP (Health Visiting and School Age Service), the intention is to pursue a partnership approach between NYCC and Harrogate and District NHS Foundation Trust (HDFT) that will allow HDFT to deliver a new service model on the Council's behalf, using Section 75 Agreement.

The new service model has been agreed within the context of national changes in Public Health Grant which have resulted in a reduction across public health programmes of around 15%. A saving of £750,000 has been applied to the 0-19 services delivered by HDFT.

NYCC and HDFT have developed a new service model which both parties consider to be affordable within the reduced financial envelope.

Following public consultation on both the new Service Model and the use and content of the Section 75 Agreement a range of additional service measures are proposed which will address potential short term issues resulting from the changes.

This EIA will consider the potential impact of the new service model, but also take into account the potential impact should the new service model not be implemented.

Section 2. Why is this being proposed? What are the aims? What does the authority hope to achieve by it? (e.g. to save money, meet increased demand, do things in a better way.)

The Health Visiting (0-5) and School Age (5-19) services have been commissioned from HDFT since 2013. The current HDFT contract expired in March 2020 and, in the context of the significant reduction in ring-fenced PH Grant, the Council has proposed developing a single 0-19 core service as part of its savings plan.

The proposal is to develop and implement a new way of working that supports the philosophy of the Childhood Futures Programme, to transform 0-19 services and achieve greater collaborative working across the system.

The learning from the operational response to COVID-19 throughout 2020 has illustrated ways in which services such as this can be safely and effectively delivered through a blended approach of physical and virtual support, the proposal looks to build on this experience and embed it within the future model.

The Council have worked closely with service leads at HDFT to develop the proposed model and approach which responds to the local context and will deliver a service within budgetary constraints that is tailored to needs.

Both parties are keen to be innovative in the way they work with local information and partners to co-ordinate the right level of services and support by the right people for children, young people and families.

- Work together to develop a new service model that meet local needs
- Commitment to providing both universal and targeted approaches to services with some enhanced services
- Ensure a phased and orderly transition to a new service model so that the provider can redeploy and re-train staff
- Set out how, over the next three years, they will work more closely to integrate the HCP with NYCC Children and Young People's Services and the wider system

A Section 75 Agreement will enable partnering arrangements between NYCC and HDFT to achieve the above objectives. The risk around this approach has been understood and accepted, and based on the partnership framework is compliant.

The collaborative partnership approach will ensure maximum efficiency in delivery of the healthy child service.

Section 3. What will change? What will be different for customers and/or staff?

The new service model is significantly different from current service model in a number of ways as set out in table below. It will continue to deliver universal services and will allow for resources to be targeted at those most in need, so safeguarding and services for children in need remain a priority.

The key changes are:

- All children and families will continue to receive the 5 mandated contacts from Health Visitors between the ages of 0 and 5. Under the new proposal these will be via a blended model of physical and virtual visits based on a risk assessment which will be continually reviewed through both HCP and interactions with other partners.
- All contacts with children under 1 year will be delivered by a qualified Health Visitor, and contacts in children over 1-year-old delivered by a skill mixed team. This will allow for a more coordinated and integrated approach to responding to needs
- There will be no generic service delivered to school aged children 5-19 year olds (e.g. vision and hearing screening and bet wetting at night will not be directly provided). Considerable work has been undertaken to mitigate the impacts of these changes, including signposting to partner agencies and other services.

There will also be a reduction in the workforce to deliver the new service model as a result of the reduced service budget. The national shortage of Health Visiting and School Nursing staff creates ongoing risk to recruitment and retention, more so in some parts of the county. The new service model with specialist and skilled mix teams will contribute to a more stable workforce. In addition, the move to a blended approach of physical and virtual visits will allow staff time spent supporting people rather than travelling to be maximised.

However, the evaluation on new ways of working as a response to COVID-19 has shown positive feedback from service users and staff on virtual delivery. This provides some flexibility in expanding the scope of the new service model. For example, virtual contacts (telephone and WhatsApp calls) followed by welfare calls which were found to respond to the needs of some children, young people and families and can also help reduce staff workload. Access to digital consultation and service delivery will be considered as part of the development of the new service and wider services in the county.

Engagement with local partners, service users and the wider public has been undertaken to understand the concerns and issues generated by this proposal. A number of consultation workshops involving local partners took place in March 2020 which looked at the different aspects of developing the new service model. The public consultation held between October 2020 and January 2021 has engaged with a wide range of education and health professionals to understand their concerns and develop mitigations.

Section 4. Involvement and consultation (What involvement and consultation has been done regarding the proposal and what are the results? What consultation will be needed and how will it be done?)

North Yorkshire County Council initiated an engagement activity during August 2018 to inform the re-commissioning of the HCP in April 2020. The aim of engagement was to obtain the views of a variety of stakeholders in order to review the services currently offered and inform development of a new service model. The key findings are:

- Support for a 0-19 approach to service planning and delivery and regular health and wellbeing reviews as touchpoints of early identification of needs

- Vulnerable families are a priority
- School readiness, Emotional wellbeing and Adolescent risk taking as priority areas
- Autism Spectrum Disorder (ASD)/ Attention Deficit Hyperactivity Disorder (ADHD) Concern – service offer and workforce skills to respond
- Diverting activity from GP's to Early Help interventions would support 'right place right time' approach to care and support
- Information sharing systems should be improved and interoperability prioritised
- A clear offer required for children with complex health needs
- Healthy Child Safeguarding role a valued element of the service

In March 2020, NYCC and HDFT held a number of consultation workshops involving local partners which looked at the different aspects of developing the new service model. The workshops focused on identifying the impact the new model may have on other services. The feedback has been used to develop the documentation (Appendix 1) for the public consultation on the new service model.

All partners acknowledged that the changes will result in a reduced service with reduced staffing capacity in comparison with what is delivered now and will be significantly different to the current model. In particular, significant changes in the services delivered to school aged children.

However, all recognised that the model presents a different way of working together:

- Help plan and provide collective actions across the system to address key public health priorities
- Facilitate integrated working practices that can help reduce the burden on families repeating their story and being subject to unnecessary assessment
- An opportunity to work flexibly and to respond to local needs
- Can support communities in the delivery of self-care and capacity building
- A clearer more streamlined service offer that utilises the skill set of the workforce
- A safe service that will target the most vulnerable in society
- Partnership working with Early Years settings where there are shared child developmental concerns

Between October 2020 and January 2021 a wide ranging public consultation was held as set out in the report to Executive on 26/01/21. This consultation sought people's views on the proposed changes to the service.
245 people responded to the online survey, well above the benchmark of 120 responses. In addition the HCP project team spoke to 98 people by attending pre-existing meetings and events, whilst an additional 32 people attended bespoke events hosted by the Council. The summarised feedback from the consultation along with a full response can be found in the paper submitted to Executive for 26/01/2021.

In response to the issues raised within the two public consultations, it is proposed that the following measures be implemented to support the Healthy Child Programme and the delivery of effective integrated services to children and families:

Additional Safeguarding Capacity – to ensure a smooth transition to the new service model, , 1 FTE Safeguarding Practitioner will be added to the existing Multi-Agency Safeguarding Team (MAST) arrangements for an initial 12month period and will be reviewed at that point . The post will support NHS participation in Child Protection Conferences as a priority, provide advice to those NHS professionals attending and promote quality information sharing and communication.

Nursing advice to schools – Additional resources will be deployed within the NYCC Customer Centre to provide an advice service to schools and education settings. The service will be accessible to schools via telephone, MS Teams and email to provide advice and support as well as signposting and referrals to local services.

Hearing and Visual Screening - Health Visitors will continue to assess children's sight and hearing as part of the mandated health and wellbeing reviews in children aged 0-5 and will refer families where issues are identified to their GP. In instances where education staff are concerned about a child's hearing or vision they will have information on how to enable them to advise parents / guardians on how to access high street audiology and opticians, which are available free of charge to the person through the NHS. Consideration was given to the option of either reinstating this provision through the 0-19 service or via other routes. Given the ready availability of such services free at the point of use, this is felt to be inappropriate at a time when the Public Health Grant is being reduced nationally, with a consequence for services in North Yorkshire.

Sexual Health – Work is ongoing with the NYCC commissioned Sexual Health Service Provider (York NHS Foundation Trust - YFT), HDFT and other partners to ensure that services are delivered from young people-friendly settings.

Section 5. What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?

The Healthy Child Programme is funded through the North Yorkshire Public Health Grant which is a funding allocation from Public Health England to the Council. This is a defined pot of funding from central government for the delivery of Public Health services.

The Public Health Grant was subject to 8% national reductions between the financial years 2017/18 and 2019/20, with an inflationary increase only for the financial year 2020-21. The level of future Public Health Grants is announced annually and cannot be predicted. As a result the Council is required to make spending reductions across a range of Public Health services.

Healthy Child services account for approximately a third of North Yorkshire's Public Health spending and they will continue to be at a similar share, despite the reductions in national Grant.

This proposal will reduce the direct cost of the Healthy Child Programme by £657,000 by year three of the 2 years 9months +3+2+2 year contract.

Section 6. How will this proposal affect people with protected characteristics?	No impact	Make things better	Make things worse	Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.
Age		x		A single 0-19 offer and more integrated working practices across the system will lead to a more responsive service for children and families. Some service performance data are broken down by age and uptake will be monitored. The move to a blended model based on risk assessment will allow families to access services remotely where this is appropriate. For some families this will facilitate greater interaction and support. All families who require face to face contact either through additional need or levels of risk will continue to do so.
Disability	x			Service monitoring does not capture disability. However, the service delivers interventions at home, and Children and Families Hubs which benefited those who with children and young people with disabilities.
Sex	x			Any change in the service is more likely to impact on women due to the demographics of those accessing the service.
Race	x			There is evidence to show poorer outcomes in some black and minority ethnic groups (e.g. low birth weight and lower level of readiness for school). In 2011 4.6% of the North Yorkshire population were from a non-white British ethnic groups which is significantly below the national average. The ethnic diversity varies between districts with Harrogate having the biggest number of people identifying as non-white; Asian British and mixed

				/multiple ethic group make up the major part of this diversity in Harrogate. Asian British is the largest group of non-white people in Craven and Richmondshire.
Gender reassignment	x			It is not anticipated that there will be any adverse impact on this protected characteristic.
Sexual orientation	x			It is not anticipated that there will be any adverse impact on this protected characteristic.
Religion or belief	x			The 2011 census shows the majority of the population within North Yorkshire state they identify with Christianity as their religion. However, some parts of the county have a higher percentage of the population stating another religion or belief as follows: Richmondshire: 0.7% Buddhist, 1 % Hindu Craven: 0.9% Muslim Scarborough: 0.5 % Muslim Harrogate: 0.4% Muslim14 it is not anticipated that there will be any adverse impact on this protected characteristic than the entire population.
Pregnancy or maternity		x		Better joined up working between the HCP and midwives in identifying and responding to the needs of vulnerable parents and families. Closer working across the system, facilitated by the Section 75 approach will allow for more joined up working and shared interventions where needed.
Marriage or civil partnership	x			It is not anticipated that there will be any adverse impact on this protected characteristic.

Section 7. How will this	**No impact**	**Make things better**	**Make things worse**	**Why will it have this effect? Provide evidence from engagement, consultation**

proposal affect people who…				**and/or service user data or demographic information etc.**
..live in a rural area?		x		Digital and community led solutions to service delivery with regard to access in rural areas in response to engagement and consultation feedback. These will building on exiting initiatives and the learning from COVID-19 responses.
…have a low income?		x		Prevalence of poor health outcomes is higher in low income families. All risk factors and inequalities associated with poor outcomes will be paid regard to in the service specification and performance framework, in response to consultation feedback for more support for vulnerable children and families. Risks around digital exclusion linked to low income will be mitigated through risk assessments and utilisation of face to face visits.
…are carers (unpaid family or friend)?		x		As above

Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)	
North Yorkshire wide	x
Craven district	
Hambleton district	
Harrogate district	
Richmondshire district	
Ryedale district	
Scarborough district	
Selby district	
If you have ticked one or more districts, will specific town(s)/village(s) be particularly impacted? If so, please specify below.	

Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (e.g. older women or young gay men) **State what you think the effect may be and why, providing evidence from engagement, consultation and/or service user data or demographic information etc.** No

Section 10. Next steps to address the anticipated impact. Select one of the following options and explain why this has been chosen. (**Remember:** we have an anticipatory duty to make reasonable adjustments so that disabled people can access services and work for us)	**Tick option chosen**
1. No adverse impact - no major change needed to the proposal. There is no potential for discrimination or adverse impact identified.	**x**
2. **Adverse impact - adjust the proposal -** The EIA identifies potential problems or missed opportunities. We will change our proposal to reduce or remove these adverse impacts, or we will achieve our aim in another way which will not make things worse for people.	
3. Adverse impact - continue the proposal - The EIA identifies potential problems or missed opportunities. We cannot change our proposal to reduce or remove these adverse impacts, nor can we achieve our aim in another way which will not make things worse for people. (There must be compelling reasons for continuing with proposals which will have the most adverse impacts. Get advice from Legal Services)	
4. Actual or potential unlawful discrimination - stop and remove the proposal – The EIA identifies actual or potential unlawful discrimination. It must be stopped.	
Explanation of why option has been chosen. (Include any advice given by Legal Services.) Ongoing engagement with service users will support continuous points of review to ensure that no adverse impact is felt due to protected characteristics. The service model will be under regular review through the NYCC and HDFT partnership, and will underpin service transformation and the development of coordinated and integrated practices in 0-19 services across system. The	

Section 11. If the proposal is to be implemented how will you find out how it is really affecting people? (How will you monitor and review the changes?) Ensure effective communication to be carried out with all stakeholders; staff, service users and the wider public, to enable change management and service mobilisation.

Regular review of how the new model is being delivered will be a carried out in partnership with HDFT.

Complaints and commendations.

Section 12. Action plan. List any actions you need to take which have been identified in this EIA, including post implementation review to find out how the outcomes have been achieved in practice and what impacts there have actually been on people with protected characteristics.

Action	**Lead**	**By when**	**Progress**	**Monitoring arrangements**
Consider data and feedback on protected characteristics when reviewing / monitoring the changes	Commissioning Manager and Public Health Consultant And reported to Healthy Child Programme Board	Fortnightly		Ongoing
Continue to work in partnership with local partners and community organisations to mitigate against reduction in services	NYCC and HDFT through the Healthy Child Programme Board	Ongoing		

Section 13. Summary Summarise the findings of your EIA, including impacts, recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

No adverse impacts have been identified at this stage.

The programme will support the council's equality objective to reduce differences in life expectancy between communities as it will to ensure every child gets the good start they need to lay the foundations of a healthy life.

The universal reach of the Healthy Child Service provides an invaluable opportunity from early in a child's life to identify families that are in need to additional support and children who are at risk of poor outcomes. A healthy start in life gives each child an equal chance to thrive and grow into an adult who makes a positive contribution to the community. To facilitate this change, NYCC will have to work with its partners and the proposed partnership with HDFT to deliver a new Healthy Child Service model is part of the process.

All equalities priorities (Age, Disability, Gender, Gender Reassignment, Marriage or Civil Partnership, Religion or belief, Race, Sexual Orientation, Pregnancy or Maternity) have been addressed in this process.

This EIA will be regularly reviewed during the mobilisation of new service model and throughout the duration of the partnership.

Section 14. Sign off section

This full EIA was completed by:

Name: Emma Lonsdale / Mike Rudd
Job title: Lead Commissioner
Directorate: CYPS / HAS
Signature: M. Rudd

Completion date: 27/05/21

Authorised by relevant Assistant Director (signature):
Victoria Ononeze
Consultant in Public Health

Date: 27.05.2021