1 PURPOSE OF REPORT

1.1 This report seeks authority for the Council to enter into an agreement with the other Berkshire Unitaries for a joint arrangement concerning the Public Health function which will transfer to local authorities from the NHS on 1 April 2013. The proposed arrangement will cover:

(a) the provision of a “core service” by the Council to the Berkshire Authorities, and

(b) the vesting in the Council of “cross boundary” NHS contracts and the management and administration of those contracts by the Council.

2 RECOMMENDATIONS

2.1 That the Council enters into an agreement with the other Berkshire Unitary Authorities as proposed in section 5 below.

3 REASONS FOR RECOMMENDATIONS

3.1 The recommendation accords with the strategy for the transfer of the Public Health Function to the council approved by the Executive at its meeting on 13 November 2012.

3.2 The appointment of a single Director of Public Health for all of the Berkshire Unitary Authorities and the delivery of a core public health service to all of the Authorities will achieve value for money.

3.3 The proposed agreement will make a substantial contribution towards securing a “safe landing” for the transfer of the Public Health function to local authorities in Berkshire.

3.4 The management and administration by a single Authority of existing NHS Public Health Contracts which will transfer to local authorities on 1 April will help to ensure the continuing effective delivery of services under such contracts.

4 ALTERNATIVE OPTIONS CONSIDERED

4.1 Each of the Berkshire Authorities could appoint their own Director of Public Health and make their own arrangements for the delivery of services proposed by this report to be comprised in the Core Service. However, that would not secure value for money nor the other advantages which can be obtained under a collaborative arrangement.
4.2 “Cross boundary” contracts could vest in all of those authorities whose area benefits from the contract. However, that would not secure efficiencies in the management and administration of contracts and would cause confusion with contractors.

5 SUPPORTING INFORMATION

Overview

5.1 The Health and Social Core Act 2012 (“the Act”) provides for the transfer of the Public Health function with effect from 1 April 2013. Each relevant local authority is required to appoint a Director of Public Health.

5.2 At its meeting on 13 November 2012 the Executive considered a report setting out a strategy for the transfer of the Public Health function to the Council and the future delivery of that function. The Executive resolved (inter alia):

- that the Council acts as the lead authority for the Public Health function in Berkshire
- that a Joint Agreement be developed to ensure appropriate arrangements are established for the Council to lead in the delivery of Public Health functions for Berkshire and
- that final details relating to the strategic core be determined by the Chief Executive in consultation with the Berkshire Leaders

5.3 In accordance with the Executive’s decision a draft agreement has been prepared, a copy of which is shown as Annexe A to this report. It should be noted that drafting of the agreement is not yet complete.

5.4 The essential elements of the proposed agreement are set out below.

Director of Public Health

5.5 As alluded to above, the Act requires each local authority to appoint a Director of Public Health. Those appointments must be made jointly with the Secretary of State. Such posts command high salaries and the pool of suitably qualified candidates is limited. The Transition Board, which was established by the Berkshire Unitary Authority to oversee the transition of the Public Health service from the NHS, recommended that a single Director of Public Health should be appointed for all of the authorities. Each of the authorities will employ a team of Public Health officers headed by a “Consultant in Public Health”.

5.6 The Council has been fortunate to have appointed Dr Lise Llewellyn to the position of Director of Public Health. Section 113 of the Local Government Act 1972 provides that a local authority may enter into an agreement with another authority for “placing at the disposal of the latter for the purposes of their functions” the services of an officer employed by the former. For the purposes of all relevant legislation the officer is to be treated as an officer of the authority at whose disposal he / she is placed. Dr Llewellyn is employed by the Council. The draft Agreement provides that, pursuant to Section 113, she will be placed at the disposal of (i.e. work for) the other Berkshire Authorities. In the event of the Council ceasing to employ Dr Llewellyn, the
Council will endeavour to appoint a replacement who is willing to act as Director of Public Health across Berkshire.

**The Core Services**

5.7 Most Public Health functions will be delivered by teams employed locally by each authority. However, the Transition Board and the Berkshire Leaders and Chief Executives recognised that it would be more cost-effective and appropriate for some “core” services to be delivered on a Berkshire wide basis. Those services include:-

- Health Protection
- Public Health Intelligence
- Data Analysis
- Screen and Immunisation Co-ordination
- Epidemiologist

It is proposed that a small team to deliver the Core Service be hosted (i.e. employed) by the Council.

5.8 The costs of the Core Team service are proposed to be apportioned as follows. One half of the cost will be split equally between the six authorities. The other half of the costs will be apportioned in proportion to the grant which each authority receives for Public Health for the relevant year from central government.

**NHS Contracts**

5.9 NHS bodies have, as one would anticipate, entered into a number of contracts to secure the delivery of services in connection with the Public Health function. The Act provides that the Secretary of State may make “Transfer Schemes” in respect of the assets, rights and liabilities of the abolished bodies. In the context of Public Health that will mean that NHS contracts are “transferred” to local authorities. Public Health functions in Berkshire are currently primarily delivered by the East Berkshire PCT (which includes Bracknell Forest) and the West Berkshire PCT. It is anticipated that contracts will primarily have been let on a PCT wide basis. It is proposed that if any PCT contracts are confined to the area of one authority then the contract should vest in that authority. However, it is proposed that all other contracts (including those relating to West Berkshire) should vest in the Council.

5.10 If the arrangements alluded to above should be implemented the Council will, vis-à-vis the other contracting party, be liable for any payments under the contract. The draft Agreement provides for the apportionment of expenditure under contracts in the following way. For those contracts where the area benefitting from the delivery of services can be identified (what the draft Agreement terms “Part A contracts” believed at the time of drafting this report to be only the Smoking Cessation Contract) expenditure will be apportioned according to area benefitting. For other (“Part B”) contracts, where the area benefitting cannot be identified, expenditure will be apportioned in proportion to Public Health grant received from central government.
5.11 It is understood that with the exception of the Smoking Cessation Contract, which expires on 31 March 2016, the contracts can be terminated on a year’s notice. The proposed agreement envisages that the Unitary Authorities will agree a list of those contracts which should be reviewed to ascertain whether the contracts should be terminated and the services provided recommissioned or converted to “Part A” Contracts (i.e. the contract will continue but expenditure will be apportioned by reference to the locality benefiting). If a majority of the Unitary Authorities benefiting from the Contract do not decide by 31 October that the service should be recommissioned or all of them decide that it should be converted to a Part A Contract it will continue to operate as a Part B Contract throughout the succeeding financial year. Similarly, a contract which is not subject to review will continue to operate as a Part B Contract during 2014/15. Beyond 2014/15 all contracts will be recommissioned or converted to Part A Contracts unless all of the benefiting Unitary Authorities agree otherwise.

Child Death Overview Panels

5.12 It has been agreed that Slough will employ a co-ordinator who will service the Child Death Overview Panels of each of the Unitary Authorities.

Duration of Agreement

5.13 The draft Agreement provides that it may be terminated on one years notice expiring on 31 March. However, no such notice may be given such as to take effect before 31 March 2016. If only one or two authorities wish to cease the joint arrangement then those authorities must bear the costs (e.g. redundancy payments) arising. Otherwise, termination costs will be borne in proportion to payments for the Annual Core Service Charge for the last year.

Future Commissioning

5.14 Given the uncertainty as to future commissioning arrangements the draft Agreement does not endeavour to anticipate them.

Joint Advisory Board

5.15 The joint arrangement is not proposed to be operated under the auspices of a Joint Committee. It is proposed though to establish a Joint Advisory Board which will act in an advisory role reporting to the Berkshire Leaders Group. The Board will comprise the Director of Public Health, a Berkshire Chief Executive and a senior officer from each authority.

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

6.1 The Borough Solicitor is the co-author of this report and has been responsible for the drafting of the joint agreement.

Borough Treasurer

6.2 The Borough Treasurer has been fully involved in the negotiations over the draft Agreement.
Equalities Impact Assessment

6.3 Not required.

Strategic Risk Management Issues

6.4 If all the PCT contracts are vested in the Council upon 1 April without an inter-authority agreement being put in place the Council will be at risk for all expenditure under the contracts.

Other Officers

6.5 None

7 CONSULTATION

Principal Groups Consulted

7.1 The Transition Board, the Berkshire Leaders Group and the Berkshire Chief Executives Group.

Representations Received

7.2 The draft agreement reflects the consensus achieved.

Background Papers

None.

Contact for Further Information

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Doc. Ref
AJ/f/reports/Public Health Joint Agreement – Chief Executive – 18.3.13 (clean)