BEDFORD BOROUGH COUNCIL

RECORD OF EXECUTIVE DECISION TAKEN BY AN EXECUTIVE MEMBER

This form MUST be used to record any decision taken by the Elected Mayor or an individual Executive Member (Portfolio Holder).

The form must be completed and passed to the Chief Officer Legal and Democratic Services no later than NOON on the second working day after the day on which the decision is taken. No action may be taken to implement the decision(s) recorded on this form until 7 days have passed and the Chief Officer Legal and Democratic Services has confirmed the decision has not been called in.

1. Description of decision

To approve the receipt of funding from Central Bedfordshire Council (CBC) of £285,000 to develop expert analytical support to tackle place-based health inequalities and improve health outcomes. This funding, originally provided to CBC by the Bedfordshire Luton and Milton Keynes Integrated Care Board (BLMK ICB), is to be transferred to Bedford Borough Council in order to support the establishment of the Population Health Intelligence Unit on behalf of the BLMK Integrated Care System partners.

2. Date of decision

17 January 2024

3. Reasons for decision

To enable a programme of work to be undertaken in partnership with the BLMK Integrated Care System to develop expert analytical support to tackle place-based health inequalities and improve health outcomes across BLMK.

4. Alternatives considered and rejected

The alternative is that Central Bedfordshire Council retains the £285,000 and directly invests it in resources for the shared intelligence function, hosted by Bedford Borough Council. This was rejected as it would be inefficient to coordinate the procurement of the necessary resources through two sets of council procurement, IT, HR and governance systems.

How decision is to be funded

The decision will be funded with £285,000 from Central Bedfordshire Council.

6. Conflicts of interest

Name of all Executive members who were consulted AND declared a conflict of interest.	Nature of interest	Did Standards Committee give a dispensation for that conflict of interest? (If yes, give details and date of dispensation)	Did the Chief Executive give a dispensation for that conflict of interest? (If yes, give details and the date of the dispensation).
:8			

The Mayor has been consulted on this decision	Not Applic	cable		
Signed for Wooth	Date:	17 January 2024	Name of Decision Taker:	Tom Wootton
This is a public document. A copy of it must be	given to th	ne Chief Officer Legal and Do	emocratic Services as soon as i	it is completed.
Date decision published:17January2c224				
Date decision can be implemented if not called i	n:2 9 Ja	nu ary 2024		
(Decision to be made exempt from call inN	0)			

Bedford Borough Council - Report to the Mayor

Date: 17 January 2024

Report by: Chief Officer for Public Health

Subject: Acceptance of Funding: Population Health Analytics Funding from Central Bedfordshire Council

1. **EXECUTIVE SUMMARY**

1.1 The purpose of this report is to seek Mayoral approval to accept funding from Central Bedfordshire Council to undertake a programme of work on behalf of the Bedfordshire Luton and Milton Keynes Integrated Care System (BLMK ICS) to develop expert analytical support to tackle place-based health inequalities and improve health outcomes.

2. RECOMMENDATION

2.1 To approve the receipt of funding from Central Bedfordshire Council of £285,000 to undertake a programme of work to develop expert analytical support to tackle place-based health inequalities and improve health outcomes.

3. REASON FOR RECOMMENDATION

3.1 To enable a programme of work to be undertaken to develop expert analytical support to tackle place-based health inequalities and improve health outcomes.

4. THE CURRENT POSITION

- 4.1 The sum of £285,000 was transferred from BLMK Integrated Care Board to Central Bedfordshire Council in March 2022 to undertake a programme of work to develop expert analytical support to tackle place-based health inequalities and improve health outcomes across the BLMK area, led by the shared public health team for Central Bedfordshire, Bedford Borough and Milton Keynes. It was subsequently confirmed by BLMK ICB that Bedford Borough Council would host the proposed shared intelligence function on behalf of BLMK ICS partners, and £3 million was transferred to Bedford Borough Council from the BLMK Integrated Care Board (BLMK ICB) via a Section 256 agreement (Section 256 of the NHS Act 2006) (Appendix A) to undertake the work.
- 4.2 This decision will enable to Bedford Borough Council to accept the sum of £285,000 originally transferred to Central Bedfordshire Council and ensure that all the funding designated for the development of an ICS-wide shared analytic function (£3.285 million) can be utilised.

5. DETAILS

- 5.1 BLMK ICS is developing shared cross-system intelligence and analytical functions that will ensure that decision-making at every level is informed by timely, high-quality insights based on population health intelligence. The shared intelligence function has been named the Population Health Intelligence Unit.
- This funding provides the opportunity for Bedford Borough Council to work in partnership with BLMK ICB to develop population health analytical expertise and capabilities on behalf of the ICS, with four initial areas of focus. Other key areas may be explored with the agreement of both parties.
 - 1. Quantify the likely changes in demand for core services based on population and demographic changes at Place to inform coproduction of local delivery models and shape future capital and workforce strategies.
 - 2. Model options for children's continuing care and mental health / learning disability section 117 to explore options to meet demand, maximise improved outcomes for this population and determine the optimal strategic approach for each place.
 - 3. Develop inequalities and population health management data scientist and quality improvement expertise, taking advice from Directors of Public Health, the clinical/professional leads expert reference group and other relevant experts as appropriate.
 - 4. Develop population-focused metrics to evaluate the impact of our collective actions for specific populations.

6. <u>ALTERNATIVES CONSIDERED AND REJECTED</u>

The alternative is that Central Bedfordshire Council retains the £285,000 and directly invests it in resources for the shared intelligence function, hosted by Bedford Borough Council. This was rejected as it would be inefficient to coordinate the procurement of the necessary resources through two sets of council procurement, IT, HR and governance systems.

7. **KEY IMPLICATIONS**

7.1 Legal Issues	The responsibilities of the Council in the deployment of this funding to support the development of the Population Health Intelligence Unit (PHIU) are set out in a Service Level Agreement between Bedford Borough Council and Central Bedfordshire Council (Appendix B).
7.2 Policy Issues	None.
7.3 Resource Issues	No additional Council funding is required. Officer input will be needed to undertake the proposed work programme, including leadership from the Public Health team and support from the Procurement, Information Communications and Technology, and Human Resources. PHIU staffing and infrastructure costs will need to be met from within the £3.285m and a charge for corporate costs will be recovered at a rate of 20% of PHIU staffing costs.
7.4 Risks	There is a risk that if this work is not undertaken then an opportunity will be missed to improve the population health analytical resources available to the BLMK ICS. In turn this could impact the ability to ensure that decisions are informed by population health insights, and resources may not be effectively deployed to tackle place-based health inequalities and improve health outcomes.
7.5 Environmental Implications	Potential environmental implications associated with the project, including the potential impact on carbon emissions, have been considered. It is unlikely that the funded activities will have any material environmental impact.
7.6 Equalities Impact	The activity has no relevance to Bedford Borough Council's duty to promote equality of opportunity, promote good relations, promote positive attitudes and eliminate unlawful discrimination. An equality impact assessment is not needed. Potential equalities impacts relating to specific pieces of work undertaken by the PHIU will be assessed during the project planning phase.

7.7 Impact on Families	The activity has no direct impact on families. Potential impacts on families relating to specific pieces of work undertaken by the PHIU will be assessed during the project planning phase.
7.8 Community Safety and Resilience	The activity has no direct impact on community safety and resilience. Potential impacts on community safety and resilience, including impacts on vulnerable people, relating to specific pieces of work undertaken by the PHIU will be assessed during the project planning phase.
7.9 Impact on Health and Wellbeing	The activity will enable the development of expert analytical support to identify place-based health inequalities and improve health outcomes.

8. SUMMARY OF CONSULTATIONS AND OUTCOME

8.1 The following Council units or Officers and/or other organisations have been consulted in preparing this report:

The Mayor
Portfolio Holder for Health, Public Health and Wellbeing
Director of Public Health
Manager (Business Partner) for Childrens, Schools and Public Health
Legal Officer
Central Bedfordshire Council

8.2 No adverse comments have been received.

9. CONTACTS AND REFERENCES

Report Contact Officer	lan Brown, ian.brown@bedford.gov.uk
File Reference	Not applicable
Previous Relevant Minutes	None
Background Papers	None
Appendices	Appendix A – Section 256 Agreement
	Appendix B – Service Level Agreement

DATED

24 March 2023

BEDFORDSHIRE, LUTON AND MILTON (1) KEYNES INTEGRATED CARE BOARD

AND

BEDFORD BOROUGH COUNCIL (2)

AN AGREEMENT UNDER SECTION 256
OF THE NATIONAL HEALTH SERVICE
ACT 2006
RELATING TO

The development of expert analytical support to tackle place-based health inequalities and improve health outcomes

MILLS & REEVE

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BETWEEN:

- (1) BEDFORDSHIRE, LUTON AND MILTON KEYNES INTEGRATED CARE BOARD of Floor Three, Arndale House, The Mall, Luton, LU1 2LJ (the "ICB"), and
- (2) **BEDFORD BOROUGH COUNCIL** of Borough Hall, Cauldwell Street, Bedford MK42 9AP("**Organisation**").

(each a "Party" and together the "Parties").

WHEREAS:

- (A) The ICB is empowered by Section 256 of the 2006 Act to make payments to the Organisation in certain circumstances towards expenditure incurred or to be incurred by such Organisation.
- (B) The ICB has agreed to make payments to the Organisation to contribute towards the provision of health and social care support within Bedford Borough.
- (C) The ICB is satisfied that this Grant is in accordance with the 2006 Act and complies with the Directions.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the meanings herein:
 - "2006 Act" means the National Health Service Act 2006;
 - "Annual Voucher" means the statement of compliance with conditions of Grant and expenditure certification as set out in the Schedule 3;
 - "Commencement Date" means 01 March 2023.
 - "Directions" means the Directions by the Secretary of State for Health as to the conditions governing payments by health authorities and other bodies under the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000;

"Financial Year" means the period commencing on 1 April of one year to 31 March of the following year;

"Grant" means the amount of money set out in Schedule 1 payable by the ICB to the Organisation in respect of the Scheme from time to time during the continuance of this Agreement on the understanding that the Organisation will meet the costs of the Scheme to the extent that it is not funded by the grant money;

"Nominated Officers" means:

- (a) Felicity Cox, Chief Executive Officer (for the ICB); and
- (b) Laura Church, Chief Executive(for the Organisation)

or such replacements as may be notified by a Party to the other Party in writing from time to time:

"Scheme" means the scheme as more specifically described in Schedule 2.

- 1.2 The headings in the Agreement are for ease of reference only and shall not affect the construction hereof.
- 1.3 A reference to any Act of Parliament, Order, Regulation, Statutory Instrument, Directions or the like shall be deemed to include a reference to any amendment or reenactment of the same.

2 Commencement and Duration

- 2.1 The Agreement shall commence on the Commencement Date.
- 2.2 This Agreement shall continue until 31 March 2028 unless terminated earlier in accordance with the provisions of this Agreement and in any event other than in respect of those provisions which are expressed to continue beyond the expiry or termination of this Agreement.

3 Payment of the Grant

- 3.1 The ICB agrees pursuant to its powers under Section 256 of the 2006 Act to pay the amount of the Grant to the Organisation.
- 3.2 The Grant shall be paid in one instalment within 15 days of receipt of an invoice from the Organisation to the ICB.

4 Conditions relating to the Grant

- 4.1 The Grant shall be paid by the ICB for the duration of the Agreement, as described in clause 2.
- 4.2 No Grant shall be paid unless and until the ICB is satisfied that such payment will be used for proper expenditure in the delivery of the Scheme.
- 4.3 The amount of the Grant shall not be increased in the event of any overspend by the Organisation in its delivery of the Scheme.
- 4.4 The Organisation shall use the Grant in respect of the Scheme:
 - in such way as to secure the most efficient and effective use of the amount paid;
 - 4.4.2 in accordance with all relevant legislation and the Directions; and
 - 4.4.3 in accordance with any policies, performance objectives, eligibility criteria and standards set out at Schedule 2.
- 4.5 The Organisation is responsible for the operational management of the Scheme.
- 4.6 Any variation to this Agreement or the Scheme must be agreed in writing by an authorised officer of each Party.

5 <u>Monitoring and Organisation's obligations</u>

- 5.1 The Organisation covenants to apply the Grant solely for the purposes of the Scheme.
- 5.2 The Organisation agrees to expend the Grant only to procure and/or provide the services necessary for the delivery and implementation of the Scheme.
- 5.3 The Organisation will keep proper records in relation to the Scheme in accordance with the arrangements referred to in this Agreement. The Organisation will allow the ICB and/or its representatives to inspect all such records and will supply copies on request.
- 5.4 The Organisation will prepare and submit to the ICB's Nominated Officer evidence that the services specified in the Scheme have been delivered together with a schedule of outcomes against the objectives set out in this Agreement by 30 September in each Financial Year.

- 5.5 The Parties agree to hold meetings to discuss matters arising in connection with the Grant and to review the Scheme and such meetings shall be convened at the reasonable written request of either Party at a time and place to be agreed.
- 5.6 The Organisation shall complete and submit the Annual Voucher (Schedule 3) to its external auditor by no later than 30 September in each Financial Year and arrange for these to be authenticated and certified by the Nominated Officer of the Organisation.
- 5.7 The Organisation shall complete and submit the certified Annual Voucher to the Chief Finance Officer of the ICB by no later than the 31 December in each Financial Year.

6 ICB'S representations and warranties

- 6.1 The ICB hereby warrants and represents:
 - 6.1.1 that it is satisfied that the Grant can be used by the Organisation for the purposes of the Scheme;
 - 6.1.2 that in making the decision to recommend the Grant, the ICB has complied with all requirements imposed upon it by the 2006 Act and any directions made by the Secretary of State relating to the exercise of the powers conferred by section 256 of the 2006 Act;
 - 6.1.3 that it has the power and all necessary authority to give the Grant to the Organisation;
 - 6.1.4 that it is not aware of any act, matter or thing which will or is likely to affect adversely its ability to comply with its obligations under this Agreement.

7 Organisation's representations and warranties

- 7.1 The Organisation warrants and represents that:
 - 7.1.1 it has the power to enter into and perform its obligations under this Agreement and has taken all the necessary actions to authorise the execution and delivery and performance of the Agreement;
 - 7.1.2 it has the power to provide or procure the services required to deliver and implement the Scheme;

- 7.1.3 it is not aware of any act, matter or thing which will or is likely to affect adversely its ability to comply with its obligations under this Agreement; and
- 7.1.4 It has complied with and will continue to comply with all requirements applicable to it as the recipient of the Grant that may be imposed upon it by the 2006 Act and any directions made by the Secretary of State relating to the exercise of the powers conferred by section 256 of the 2006 Act.

8 Authority

Both Parties warrant that all required approvals and any necessary delegated authority which a Party may be responsible for ensuring, shall be put in place and complied with regarding the execution and performance of this Agreement.

9 <u>Dispute Resolution</u>

- 9.1 Both Parties agree that it would be in their best interests for any disagreement to be resolved locally as soon as reasonably possible, firstly by the Parties' Nominated Officers or, failing agreement, by the Parties' Chief Executive Officers (or equivalent) or their nominated deputies.
- 9.2 Failing agreement by Chief Executives (or equivalent) or nominated deputies then the dispute will be referred within five (5) operational days, to the Centre for Effective Resolution (CEDR) for mediation.

10 Cancellation and reimbursement

- 10.1 The ICB shall be entitled to terminate this Agreement at any time by giving to the Organisation not less than six (6) months' notice in writing to that effect.
- 10.2 The Organisation shall inform the ICB in writing should the Scheme come to an end within five working days of being notified by the provider(s) of the Scheme. Alternatively, if the Organisation no longer wishes to carry out those functions in connection with which the Grant is made, the Organisation will provide the ICB with six months' notice in writing. Should the Scheme come to an end or the Organisation ceases to carry out those functions in connection with which the Grant is made prior to completion of transfer of the Grant, then the ICB shall be under no obligation to pay the Grant or make further instalments of the Grant.

10.3 The ICB will provide six (6) months' notice in writing, before cessation of the Grant payment. The ICB and the Organisation shall work together to ensure there is minimal disruption to individuals benefiting from the Scheme.

11 Contracts (Rights of Third Parties) Act 1999

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

12 Communication

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

13 Governing Law

This Agreement shall be governed by and construed in accordance with English Law.

Schedule 1

Memorandum of Agreement - Section 256 transfer

Title of Scheme: The development of expert analytical advice to tackle place-based health inequalities and improve health outcomes

- 1 How will the Section 256 Transfer secure more health gain than an equivalent expenditure of money in the NHS?
- 1.1 The agreement for the transfer is made between the ICB and the Organisation. The ICB are satisfied that the transfer will be used by the Organisation in such way as to secure the most efficient and effective use of the amount paid.
- 1.2 The transfer will strengthen access to expert analytical support to improve place-based understanding of health inequalities and health outcomes. By building on existing analytical support led by Bedford Borough Council, this Transfer will help to improve understanding of local populations and their changing health needs with a view to determining future policy and/or other interventions to improve health outcomes.
- 1.3 This work is best led by Bedford Borough Council, supported by the pan-BLMK Integrated Care Board. This is consistent with the ICB's guiding principle of subsidiarity and builds on existing expertise within the Council led by the Director for Public Health.

2 Financial details:

- 2.1 The total amount of the Grant to be transferred for the Scheme shall be a one off non-recurrent payment of £3,000,000.
- 2.2 The funding will be used as identified in Schedule 2 below.

Schedule 2

Scheme Description

- Quantify the likely changes in demand for core services based on population and demographic changes at Place to inform co-production of local delivery models and shape future capital and workforce strategies
- 2. Model options for children's continuing care and mental health / learning disability section 117 to explore options to meet demand, maximise improved outcomes for this population and determine the optimal strategic approach for each Place
- 3. Develop inequalities and population health management data scientist and quality improvement expertise taking advice from Directors of Public Health, the clinical / professional leads expert reference group and other relevant experts as appropriate
- 4. Develop population-focused metrics to evaluate the impact of our collective actions for specific populations.

Schedule 3

Annual Voucher

Part 1 Bedfordshire, Luton and Milton Keynes Integrated Care Board

]

STATEMENT OF GRANT EXPENDITURE FOR THE YEAR [

Title/Scheme: The provision of health and social care support services to meet and sustain					
the requirements	the requirements of the Home First ambition and national Discharge Policy & Operating model,				
i.e. to reduce dela	ays in acute discha	rge and ensure that n	nore people are	supported at home	
by appropriate int	termediate services	Bedford Borough.			
Health and Social	l Care Support	BLMK ICB	1	1	
E	Part 2 Statement of	Compliance with Con	ditions of Trans	<u>sfer</u>	
I certify that the	above expenditure	has been incurred i	n accordance	with the conditions,	
including any cos	st variations, for ea	ach scheme agreed b	by Bedfordshire	e, Luton and Milton	
Keynes ICB in accordance with the Directions made by the Secretary of State under Section				State under Section	
256 of the NHS Act 2006.					
Signed		Data			
Signed Date					

Certificate of Independent Auditor

I/We have:

- examined the entries in this form (which replaces or amends the original submitted to me/us by the authority dated)* and the related accounts and records of the and
- carried out such tests and obtained such evidence and explanations as I/we consider necessary. (Except for the matters raised in the attached qualification letter dated)* I/we have concluded that
- the entries are fairly stated: and the expenditure has been properly incurred in accordance with the relevant terms and conditions.

Signature
Name (block capitals)
Company/Firm
Date

^{*} Delete as necessary

IN WITNESS whereof the parties have signed this Agreement

Signed by

On behalf of **BEDFORDSHIRE, LUTON AND MILTON KEYNES ICB**

Title:

Chief Executive Officer

Name:

Felicity Cox

IN WITNESS whereof the parties have signed this Agreement

Signed by Laura Church

On behalf of **BEDFORD BOROUGH COUNCIL**

Title: Chief Executive

Name: Laura Church

BLMK Population Health Intelligence Unit Service Specification

Contract Term:	9 months
Start Date:	1 st July 2023
End Date:	31st March 2024
Performance Information:	The provider will supply information as requested to enable reporting to their own organisation's Board; when necessary the Council will report on their Programme of work, feeding into the BLMK Inequalities Senior Leadership Group.

Population Health Intelligence Unit (PHIU)

The Population Health Intelligence Unit (PHIU) will be an integrated system-wide, multi-disciplinary team that produces high-quality, locally tailored insights from data analytics, to enable leaders at all levels of the BLMK ICS to make decisions informed by evidence of the health needs and outcomes of the population they serve. Bedford Borough Council has agreed to host the PHIU on behalf of system partners.

Implementation of the service

This Service Specification details the service implementation to be delivered by Bedford Borough Council (BBC) on behalf of Central Bedfordshire Council (CBC) as part of the Bedfordshire, Luton and Milton Keynes (BLMK) Integrated Care Board (ICB) Inequalities Programme.

PHIU implementation will begin by 1st July 2023.

The funding for the service implementation will cover the following:

- ICB/BBC joint Consultant in Public Health for ICS Population Health Intelligence (AfC band 8d equivalent), including 30% on costs
- Collaborative Sharepoint area
- Public-facing data platform
- SQL server workspace
- Laptop and smartphone

Area Served:	The service will be implemented across the Bedfordshire, Luton and Milton Keynes (BLMK) Integrated Care Board (ICB) footprint.		
Days and Times of Operation:	Monday - Friday between 0900 - 1700 hours.		
Service Criteria:	Criteria for the service will be developed as part of the process of establishing the PHIU with oversight and agreement by the BLMK Inequalities Senior Leadership Group.		
Service pathway	The service will be accessed via the team hosted by Bedford Borough Council (BBC) based in the shared BBC, Central Bedfordshire Council (CBC) and Milton Keynes City Council (MKCC) Public Health team.		
Interdependencies with other services:			
Service Standards	The implementation of the service will establish the following functions:		

	 System lead for healthcare and population health intelligence and decision support Expertise on analytical methods Provider of system-level analytical outputs using healthcare activity and outcome data, and, increasingly, data on the wider determinants of health Coordination of population health analytical expertise etc. across system The workplan of planned outputs will be developed as part of the implementation process with input from stakeholders and overseen and 		
	agreed by the BLMK Inequalities		
Service Outcomes:	 Establishing the PHIU will have the following benefits: BLMK system partners know where to find a single reliable, consistent and contemporary source of population health intelligence. Strategic planning is increasingly data-driven, with intelligence that supports preventative and reactive decision-making. BLMK system partners understand how wider determinants and inequalities affect the health and wellbeing of BLMK residents and the care they access. BLMK ICS has a skilled, motivated and resilient analytics workforce able to manage richer and more complex data sets, providing actionable insights to system partners. BLMK ICS commissioners, Place, clinical work streams and other system partners are able to request ad hoc analyses to support commissioning, pathway redesign and prioritisation. System partners are supported to access advanced analytics including PHM tools (e.g. risk stratification, population segmentation and Theographs). BLMK system partners are supported to innovate and evaluate interventions in partnership with local academia. 		
Key Performance Indicators	Key milestones for delivery with approximate timelines for completion are as follows: Design of staff structure (Sep 2023) Production of job descriptions (Oct 2023) Recruitment into new roles (Nov 2023) Development of work request and commissioning process (Dec 2023) Agreement of workplan (Mar 2024)		
General:	Invoicing to be undertaken against Purchase Order Number: Payment Terms:	£285,000 total contract value, paid monthly in arrears over the 9 months of contract, with a first month payment of £45,000, followed by 8 monthly payments of £30,000.	
	How will payments be made:	BACS	
	When will payments be made:	Immediate terms on receipt of signed Schedule	
	Who signs-off invoice for payment:		
	Contact for Central Bedfordshire Council	Name: Title: Contact Details:	

Contact for Bedford Borough	Name:
Council	Title:
	Contact Details: