

Appendix 1: Principles Underpinning Development of an Inter-Authority Agreement

General

1. The agreement will last initially for 5 years but either party may give notice of an intention for it to be extended
2. The Corporate Director Community, Health and Wellbeing (Harrow Council) will be the contact for the host borough

Performance

3. A Task and Finish Group will be established to scrutinise the performance of the Joint Public Health Service and will report to both the Barnet and Harrow Overview and Scrutiny Committees every two years.
4. The Public Health Governance Board will be chaired by the non host Borough Portfolio Holder
5. The Public Health Governance Board will meet at least twice a year timetabled to correspond with the Boroughs Annual Budget Setting and prioritisation.
6. The Public Health Governance Board will review the performance of the shared Public Health team initially at a quarterly period during the first year of the agreement. Performance reports will include:
 - a. Barnet Public Health performance
 - b. Harrow Public Health performance
 - c. Contract performance of the shared Public Health service
7. A risk register for the shared service will be developed which will be split into:
 - a. risks specific to Barnet Public Health outcomes
 - b. risks specific to Harrow Public Health outcomes
 - c. Shared service risks
8. The shared Public Health service will identify a risk champion who will report corporate and operational risks to the Barnet and Harrow Council's risk management boards.
9. Separate annual returns will be submitted for the Harrow and Barnet Public Health ring fenced budgets. The returns will be signed by their respective Section 151 officers.

Commissioning Intentions

10. The shared Public Health team will work with each Council to determine and specify the Public Health Services to be provided for that year taking account of the Public Health Outcomes Framework, guidance issued by the Department of Health, the Joint Strategic Needs Assessment for each area and population and their Joint Health and Wellbeing Strategy
11. The Public Health services provided must cost no more than the allocated funding for each Borough.
12. The Commissioning Intentions for the shared Public Health service will be split into Barnet and Harrow to ensure transparency of each boroughs Public Health budget. The commissioning intentions will be broken down into the following two areas :
 - a. mandatory services
 - b. additional services
13. The annual Commissioning Intentions document for each borough will include the performance outcomes and targets expected to be achieved.
14. The draft Barnet Commissioning Intentions paper will be submitted to the host borough to negotiate the level of delivery that is achievable within the available budget and associated support costs.
15. Based on Barnet's draft Commissioning Intentions the host borough will calculate the cost of hosting the service annually.
16. The Inter Authority Agreement Financial appendix will include the breakdown of staff costs, contract costs and overhead costs.

Finance

17. The host borough will not make a profit from hosting the shared service
18. Barnet will make a fair contribution to the support service costs of the shared service. It is proposed that the overhead costs relating to the shared Public Health service are split 50/50.
19. It is proposed that the split of staffing costs within the shared service will be based on:
 - a. If the staff provide a dedicated service to one borough, 100% of the staffing costs will be met by that borough

- b. If staff provides a shared function the staff costs will be split 50/50 e.g. Knowledge and Intelligence and Business Support.
 - c. The Commissioning Teams will be split 60/40 based on value of current services and population size of each borough
20. A schedule of the split of staffing costs is to be prepared annually and agreed by the Public Health Governance Board.
21. The payment of the Public Health grant to the host borough will be paid quarterly up front
22. Any under-spend or overspend will be allocated to the relevant Public Health grant and will be reported accordingly with the relevant grant conditions
23. If an under-spend or overspend is within a shared function, the overspend or under-spend will be split 50/50.
24. Any one off grants (revenue or capital) will be managed within the specific grant conditions and host financial regulations.

Contracts

25. Barnet Council will hold the contract schedule for Barnet Public Health contracts and will hold the liability for these contracts.
26. Barnet Council to delegate authority to the host borough for the monitoring and financial arrangements of the Public Health contracts.
27. Financial liability for over performing contract values to be met by the relevant borough.
28. The Director of Public Health to alert any cost pressure identified for non capped contracts to the Corporate Director of Community, Health and Wellbeing at Harrow Council and the Director for People at Barnet Council.

Staffing

29. Staff to be employed by Harrow Council
30. Staff costs for the shared Public Health service will be split based on the annually agreed schedule of staffing costs. The 13/14 proposed split is attached as Appendix A

31. Those Public Health staff with identified Borough roles should spend the majority of their time working in the Borough for which they have specific responsibilities.
32. The Director of Public Health to be allowed the flexibility to utilise staff within the shared Public Health to ensure delivery of the agreed performance objectives and targets.
33. The Director of Public Health to spend half of his time physically at London Borough of Barnet offices

Redundancy

34. Redundancy costs for the Director of Public Health will be shared 50/50
35. Redundancy costs for the shared Public Health staff (except for the DPH) will be split based on the annually agreed schedule of staffing costs

Staff Terms and conditions

36. Public Health staff will transfer on the terms and conditions for Agenda for Change and any local terms and conditions for NHS North Central London and North West London clusters.
37. The Director of Public Health will be transferred to Harrow Council on his NHS terms and conditions.

Performance Management of DPH

38. The DPH will be managed by Harrow Council's Corporate Director, Community Health and Wellbeing and is answerable to the terms of employment for Harrow Council
39. Harrow Council will lead on the performance management of the DPH and will liaise with Barnet for their views and setting of objectives and targets as part of the appraisal process

Pension

40. Costs arising from Public Health staff who transfer to the local authority and choose to opt onto the NHS pension after 1st April will be shared based on the annually agreed staffing cost schedule.

Additional staffing costs

41. Additional costs over and above the structure costs such as cover for long term sickness will be shared based on the annually agreed staffing cost schedule.

Exit Arrangements (Clause 18 and appendix 5)

42. TUPE provisions will apply

43. Any resultant redundancies at the end of the contract to be split based on the pre transfer staff budget ratio

44. Barnet Council and Harrow Council to offer redeployment options for staff from the shared Public Health service

Either party may, at any time, give to the other written notice of not less than 12 months to terminate the Agreement. If such notice is given then the arrangements for termination within the Agreement shall apply. This brings into effect the arrangements that would apply in the event of any termination and this will ensure an orderly end of the arrangement and the transfer of services and staff to Barnet