

# CABINET MEMBER SIGNING

**Monday, 13th March, 2023, 1.30 pm**

**Councillors:** Lucia das Neves

## **1. APOLOGIES FOR ABSENCE**

To receive any apologies for absence.

## **2. DECLARATIONS OF INTEREST**

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

(i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and

(ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

## **3. ENTERING INTO A S256 AGREEMENT FOR A RANGE OF SOCIAL CARE PROJECTS AND A S76 AGREEMENT FOR WELBOURNE HEALTH CENTRE (PAGES 1 - 16)**

Felicity Foley, Committees Manager  
Tel – 020 8489 2919  
Fax – 020 8881 5218  
Email: felicity.foley@haringey.gov.uk

Fiona Alderman  
Head of Legal & Governance (Monitoring Officer)  
George Meehan House, 294 High Road, Wood Green, N22 8JZ

Friday, 03 March 2023

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**Report for:** Councillor das Neves, Cabinet Member for Health, Social Care, and Wellbeing

**Title:** Entering into a Section 256 Agreement for Social Care Projects and a Section 76 Agreement for Welbourne Health Centre

**Report authorised by:** Beverly Tarka Director of Adults, Health & Communities

**Lead Officer:** Sara Sutton, Assistant Director Place Based Commissioning and Partnerships

**Ward(s) affected:** All

**Report for Key/  
Non Key Decision:** Key

## 1. Describe the issue under consideration

- 1.1. The NHS North Central London ICB intends to make a grant of £3.152m to the council to support a range of social care projects using its powers under S256 of the NHS Act 2006. As the grant is over £0.5m a Cabinet or Cabinet Member decision is required to accept the grant.
- 1.2. Within the Cabinet's 2023/24 budget proposals being considered by Council on the 2<sup>nd</sup> March 2023 there is a scheme to contribute to the Welbourne Health Centre project. This contribution will be made through a S76 agreement under the NHS Act 2006.
- 1.3. Delegations are required to officers to enter into both agreements as attached to this report.

## 2. Recommendations

It is recommended that pursuant to Contract Standing Order 9.07 and Contract Standing Order 16.02 the Cabinet Member for Health, Social Care, and Wellbeing, after consultation with, the Cabinet Member for Finance and Local Investment:

- 2.1. Agrees to accept the grant of £3.152m from the NHS North Central London ICB; and
- 2.2. Delegates authority to the Director of Adults, Health & Communities to enter into the S256 agreement for social care projects as set out in appendix 1; and
- 2.3. Delegates authority to the Director of Adults, Health & Communities, subject to the Council's budget setting meeting of the 2<sup>nd</sup> March 2023, to enter into the S76 agreement as set out in appendix 2 to make a contribution to the Welbourne Health Centre project of £3.152m.

**3. Reasons for decision**

- 3.1. The intention of the NHS North Central London ICB to make a grant to the Council to support a range of social care projects requires a Cabinet Member decision in accordance with Contract Standing Order 9.07.
- 3.2. The intention of the Council to make a contribution to the Welbourne Health Centre similarly requires a Cabinet Member decision in accordance with Contract Standing Order 9.07 and Contract Standing Order 16.02.

**4. Alternative options considered**

- 4.1. There is an option to not accept the grant from the NHS North Central London ICB.
- 4.2. There is an option to not make the contribution to the Welbourne Health Centre project.
- 4.3. These options have been discounted as they would likely result in health centre project not proceeding. There is a very pressing need to ensure that the Health Centre is provided in an area of high need and entering into these arrangements is considered to be in the best interest of the Haringey residents.

**5. Background information**

- 5.1. In 2015, it was identified, in the NHS England Strategic Plan, that by 2025 a health facility providing services for 25,000 patients will be needed within the Tottenham Hale locality. To assist in meeting that need a shell and core health centre was built into the Welbourne project with the intention that the NHS would fund the fit out.
- 5.2. Planning permission for the Welbourne site was granted in 2019 to provide 131 residential units plus a health centre.
- 5.3. NHS North Central London ICB (NCLICB) has secured funding from NHS England to fit out the Health Centre. The funding must be significantly spent by 31 March 2023. To achieve this, site access was required for the GPs' fit out contractor by December 2022. NCL ICB advised that, if these conditions are not met, it is unlikely they will be able to secure alternative funding in the future. These conditions have been met and a range of documents have been entered into to give effect to the lease of the health centre to the GP's.
- 5.4. NHS North Central London ICB (ICB) have also asked the Council to further assist with the financing of the health centre. The ICB have identified an underspend within their 2022/23 budget that they are planning to use to support the Welbourne Health Centre project. Under the NHS financial arrangements, if this funding is not spent in 2022/23 then it will not be available to be carried forward. If this were to happen, the health centre project would most likely not proceed.

- 5.5. To achieve the required spend in 2023/24, the ICB is proposing to make a grant to the Council in 2022/23 to support the following social care projects, to the value of £3.152m.
- Osbourne Grove Nursing Home
  - Canning Crescent Scheme
  - Localities Hub Scheme
  - Family Hub Scheme
  - Assistive Technology Scheme
  - Early Help and Prevention Scheme
- 5.6. The Council is asked to provide contribution to the Welbourne Health centre to the value of £3.152m in 2023/24.
- 5.7. It has been confirmed by the Chief Finance Officer of the ICB that the proposed transaction is one the ICB is capable of entering into with Haringey Council, that there are statutory powers that support the decision, the ICB auditors are content with the transactions and all ICB governance processes will be complied with.
- 5.8. The agreements are included as appendices to this report.

Appendix 1: Draft funding transfer agreement for the Osbourne Grove Nursing Home, Canning Crescent Scheme, Localities Hub Scheme, Family Hub Scheme, Assistive Technology Scheme, Early Help and Prevention Scheme under section 256 of the NHS Act 2006.

Appendix 2: Draft funding transfer agreement for the Welbourne Health Centre Scheme under section 76 of the NHS Act 2006.

## **6. Contribution to strategic outcomes**

- 6.1. This arrangement helps meet the People priorities and outcomes of Haringey's Borough Plan 2019-2023 and the Haringey Health and Wellbeing Strategy 2020-2024 (draft). The Welbourne Health Centre will significantly improve health facilities in the area and the various social care projects aim to improve health and social care outcomes for residents.

## **7. Statutory Officer Comments (Director of Finance (procurement), Head of Legal and Governance, Equalities)**

### **7.1. Finance**

- 7.1.1. The recommendations of the report are to accept a grant from the ICB in the sum of £3.152m through a S256 agreement in 2022/23 and to enter into a S76 agreement to make a contribution to the Welbourne Health Centre project in 2023/24 (subject to the Council's budget setting meeting on the 2<sup>nd</sup> March 2023). Both these decisions are not delegated to officers. In accepting the grant in support of the special care projects and then making a grant to support the Welbourne Health Centre project, the financial effect on the Council is neutral.

## **7.2. Procurement**

7.2.1. N/A

## **7.3. Legal**

7.3.1 The Head of Legal and Governance (Monitoring Officer) has been consulted in the preparation of the report.

7.3.2 Pursuant to Contract Standing Order 9.07 and Contract Standing Order 16.02 the Cabinet Member having the relevant portfolio responsibilities has authority to approve the recommendations in the report.

7.3.3 The Head of Legal and Governance (Monitoring Officer) sees no legal reasons preventing the Cabinet Member for Health, Social Care from approving the recommendations on the report.

## **7.4. Equality**

7.4.1. The council has a public sector equality duty under the Equalities Act (2010) to have due regard to:

- 1) Eliminate discrimination, harassment and victimisation, and any other conduct prohibited under the Act;
- 2) Advance equality of opportunity between people who share those protected characteristics and people who do not;
- 3) Foster good relations between people who share those characteristic and people who do not

7.4.2. The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex, and sexual orientation. Marriage and civil partnership status apply to the first part of the duty. Although it is not enforced in legislation as a protected characteristic, Haringey treats socioeconomic status as a locally protected characteristic.

There will be no equalities implications arising from accepting this grant. Any equalities implications pertaining to the separate projects making use of this funding will be captured in their individual reports.

## **8. Use of Appendices**

Appendix 1: Draft funding transfer agreement for the Osbourne Grove Nursing Home, Canning Crescent Scheme, Localities Hub Scheme, Family Hub Scheme, Assistive Technology Scheme, Early Help and Prevention Scheme under section 256 of the NHS Act 2006.

Appendix 2: Draft funding transfer agreement for the Welbourne Health Centre Scheme under section 76 of the NHS Act 2006.

## **9. Local Government (Access to Information) Act 1985**

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N/A

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Dated []

FUNDING TRANSFER AGREEMENT FOR THE  
OSBORNE GROVE NURSING HOME SCHEME, CANNING CRESCENT SCHEME,  
LOCALITIES HUB SCHEME, FAMILY HUBS SCHEME, ASSISTIVE TECHNOLOGY  
SCHEME AND EARLY HELP & PREVENTION SCHEME (THE SCHEME),  
UNDER SECTION 256 OF THE NHS ACT 2006

Between

North Central London Integrated Care Board

and

The Mayor and Burgesses of the London Borough of Haringey

DRAFT

**MEMORANDUM OF AGREEMENT**  
**SECTION 256 OF THE NHS ACT 2006**

BETWEEN:-

- (1) North Central London Integrated Care Board (the "ICB")
- (2) The Mayor and Burgesses of the London Borough of Haringey ("the Local Authority");

**Title of Scheme:** NCL ICB contribution to Haringey Council's Osborne Grove Nursing Home, CANNING CRESCENT SCHEME, LOCALITIES HUB SCHEME, FAMILY HUBS SCHEME, ASSISTIVE TECHNOLOGY SCHEME AND EARLY HELP & PREVENTION SCHEME (THE SCHEME), scheme in 2022/23

1. **The Scheme**

- 1.1. The Section 256 will secure more health gain than an equivalent expenditure of money on the national health service by: **Allowing the ICB to contribute towards The Scheme utilising existing contract and commissioning arrangements in place at the Local Authority.**

2. **Description of Scheme (Scope)**

- 2.1. Funding contribution towards development works at The Scheme as defined above.

3. **Financial Details**

- 3.1. The agreed total financial value is **£3.152m**
- 3.2. The parties enter into this Agreement for:

Scheme Type	Duration	Total Cost
The Scheme	January - March 2023	<b>£3.152m</b>
<b>TOTAL</b>		<b>£3.152m</b>

- 3.3. commencing on:

**January 2023 with an end date of 31 March 2023.**

- 3.4. The Local Authority agrees to expend the funds only to procure and/or provide the Services/Works described in this agreement.

- 3.5. The funds shall not be increased in the event of any overspend by the Local Authority in its delivery of the Scheme unless otherwise agreed by the ICB.
- 3.6. The Local Authority will notify the ICB of any expected over or underspends arising within fourteen (14) Working Days of becoming known.
- 3.7. There shall be no variation to this Agreement without the prior written consent of all Parties.
- 3.8. If there is a need to vary The Scheme, a proposal will be submitted to the ICB with any variation agreed by both parties.
- 3.9. Both parties can give notice to terminate without fault by providing notice in writing with a minimum of 30 days' notice. Any unspent monies will be returned to the ICB by the end of the notice period unless alternative arrangements for handling of any surplus funds are agreed in writing between the parties during the notice period.

#### 4. **MONITORING AND REVIEW**

- 4.1. The Local Authority will keep proper records in relation to The Scheme in accordance with the arrangements referred to in this Agreement.
- 4.2. The Local Authority will allow the ICB and/or its representatives to inspect all such records and will supply copies on request. The Local Authority will acknowledge such a request from the ICB within five (5) days of receiving the request and will allow the ICB to inspect all such records and/or shall provide copies within ten (10) days of receiving the request from the ICB.
- 4.3. The Local Authority shall prepare reports evidencing how its use of the funding is achieving the objectives of this agreement.
- 4.4. Reporting and KPIs associated with this funding will be agreed between the parties separately but in the interests of ensuring swift distribution of funds have been omitted from this Section 256 agreement.

Agreement signed by:

Name: Phill Wells

Organisation: North Central London Integrated Care Board (NCL ICB)

Role/Position: Chief Finance Officer

Date:

Signature:

Name: Beverley Tarka

Organisation: The Mayor and Burgesses of the London Borough of Haringey

Role/Position: Director of Adults And Health

Date:

Signature:

Role/Position:

Date:

Signature:

DRAFT

Dated

FUNDING TRANSFER AGREEMENT FOR THE  
WELBOURNE HEALTH CENTRE SCHEME  
UNDER SECTION 76 OF THE NHS ACT 2006

Between

North Central London Integrated Care Board

and

The Mayor and Burgesses of the London Borough of Haringey

DRAFT

**MEMORANDUM OF AGREEMENT**  
**SECTION 76 OF THE NHS ACT 2006**

BETWEEN:-

- (1) North Central London Integrated Care Board (the "ICB")
- (2) The Mayor and Burgesses of the London Borough of Haringey ("the Local Authority");

**Title of Scheme:** Haringey Council's contribution to Welbourne Health Centre scheme in 2023/24

1. **The Scheme**

- 1.1. The Section 76 agreement will secure more efficient and effective use of resources for both partners through: **Allowing the council to contribute towards the Welbourne Health Centre scheme utilising existing contract and commissioning arrangements in place at the ICB.**

2. **Description of Scheme (Scope)**

- 2.1. Funding contribution towards development and fit-out works for Welbourne health centre scheme.
- 2.2. The Welbourne primary care health centre will be in Tottenham Hale in East Haringey, one of the most deprived areas in North Central London. Haringey Council are undertaking a significant regeneration in the area with their development partner, Argent. The health care development works are in the ground and first floors of a unit earmarked for a health centre within a residential block. The centre will be approximately 1,600 sqm and includes 16 consulting rooms, admin and digital consulting areas, space for training and multi-disciplinary meetings, and phlebotomy space.
- 2.3. The scheme will provide modern fit for purpose health care accommodation and additional primary care capacity in an area under-served by primary care, with services currently provided from a portacabin and a small terraced house. The need for additional primary care facilities was initially identified in a Healthwatch report in 2014.

- 2.4. Welbourne addresses existing insufficient current capacity in the area and anticipated increase in population, which is estimated at nearly 23,000 by 2030. It will provide a hub location to support the delivery of primary care at scale.
- 2.5. Sectional completion for the unit is planned for 09 January 2023, with start on site by the NHS fit-out contractors commencing the same week.

3. **Financial Details**

- 3.1. The agreed total financial value is: **£3.152m**
- 3.2. The parties enter into this Agreement for:

Scheme Type	Duration	Total Cost
Osborne Grove Nursing Home scheme	April 2023 – March 2024	<b>£3.152m</b>
<b>TOTAL</b>		<b>£3.152m</b>

- 3.3. commencing on:  
**April 2023 with an end date of 31<sup>st</sup> March 2024.**
- 3.4. The ICB agrees to expend the funds only to procure and/or provide the Services described in this agreement.
- 3.5. The funds shall not be increased in the event of any overspend by the ICB in its delivery of the Scheme.
- 3.6. Unless otherwise agreed in writing the funds can only be spent in the allocated financial years, and any overpayment and/or under delivery (including unspent funds) will be returned to the Local Authority within 30 days of the end of the financial year or at any point deemed appropriate by the ICB.
- 3.7. There shall be no variation to this Agreement without the prior written consent of all Parties.
- 3.8. If there is a need to vary The Scheme, a proposal will be submitted to the Local Authority with any variation agreed by both parties.
- 3.9. Both parties can give notice to terminate without fault by providing notice in writing with a minimum of 30 days' notice. Any unspent monies will be returned to the Local Authority by the end of the notice period unless alternative arrangements for handling of any surplus funds are agreed in writing between the parties during the notice period.

4. **MONITORING AND REVIEW**

- 4.1. The ICB will keep proper records in relation to the Scheme in accordance with the arrangements referred to in this Agreement.
- 4.2. The ICB will allow the Local Authority and/or its representatives to inspect all such records and will supply copies on request. The Local Authority will acknowledge such a request from the Local Authority within five (5) days of receiving the request and will allow the Local Authority to inspect all such records and/or shall provide copies within ten (10) days of receiving the request from the Local Authority.
- 4.3. The ICB shall prepare reports evidencing how its use of the Funding is achieving the objectives of this agreement.
- 4.4. Reporting and KPIs associated with this funding will be agreed between the parties separately but in the interests of ensuring swift distribution of funds have been omitted from this Section 256 agreement.

Agreement signed by:

Name: Phill Wells

Organisation: North Central London Integrated Care Board (NCL ICB)

Role/Position: Chief Finance Officer

Date:

Signature:

Name:

Organisation: The Mayor and Burgesses of the London Borough of Haringey

Role/Position:

Date:

Signature:



Role/Position:

Date:

Signature:

DRAFT

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