

People Overview & Scrutiny

Date: **15 September 2025**

Time: **4.00pm**

Venue **Council Chamber, Hove Town Hall, Norton Road, Hove, BN3 3BQ - HTH/CC**

Members: **Councillors:** O'Quinn (Chair), Gauge (Deputy Chair), Cattell, Lyons, Mackey, McLeay, Parrott, Shanks, Sheard and Winder

Co-optees

Lesley Hurst (Church of England diocesan representative), Maria Cowler (Catholic Church diocesan representative), Sara Fulford (Older People's Council), Joanna Martindale (Community Works Rep), Adam Muirhead (Community Works Rep), Becky Robinson (PaCC), Dr Anusree Biswas Sasidharan (Community Works), and Cassie Hoffman-Kazlauskas (Parent Governor Rep)

Contact: **Luke Proudfoot**
Overview & Scrutiny Officer
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AGENDA

PART ONE

Page

10 PROCEDURAL BUSINESS

(a) **Declaration of Substitutes:** Where Councillors are unable to attend a meeting, a substitute Member from the same Political Group may attend, speak and vote in their place for that meeting.

(b) **Declarations of Interest:**

- (a) Disclosable pecuniary interests;
- (b) Any other interests required to be registered under the local code;
- (c) Any other general interest as a result of which a decision on the matter might reasonably be regarded as affecting you or a partner more than a majority of other people or businesses in the ward/s affected by the decision.

In each case, you need to declare:

- (i) the item on the agenda the interest relates to;
- (ii) the nature of the interest; and
- (iii) whether it is a disclosable pecuniary interest or some other interest.

11 MINUTES

7 - 10

11. 1 To agree the draft minutes of the 08 July 2025 People Overview & Scrutiny Committee meeting.

12 PUBLIC INVOLVEMENT

11 - 12

12.1 To consider the following items raised by members of the public: (a) Petitions: To receive any petitions presented by members of the public to the full Council or to the meeting itself; (b) Written Questions: To receive any questions submitted by the due date of 10am on the 04 September 2025; (c) Deputations: To receive any deputations submitted by the due date of 10am on the 04 September 2025.

13 MEMBER INVOLVEMENT

13.1 To consider the following matters raised by Members: (a) Petitions: To receive any petitions submitted to the full Council or to the meeting itself. (b) Written Questions: To receive any written questions from members. (c) Letters: To consider any letters submitted by Members. (d) Notices of Motion: To consider any Notices of Motion.

14 CHAIR'S COMMUNICATION

- 15 GENERAL FUND BUDGET PLANNING & RESOURCE UPDATE - 2026-27 TO 2029-30 13 - 46**
- Contact Officer: Luke Proudfoot*
Ward Affected: All Wards
- 16 MENTAL HEALTH SERVICES S75 AGREEMENT 47 - 208**
- Contact Officer: Luke Proudfoot*

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FURTHER INFORMATION

For further details and general enquiries about this meeting contact Luke Proudfoot, (email Luke.Proudfoot@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

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BRIGHTON & HOVE CITY COUNCIL

PEOPLE OVERVIEW & SCRUTINY

4.00pm 8 JULY 2025

HOVE TOWN HALL COUNCIL CHAMBER

MINUTES

Present: Councillors O'Quinn (Chair) Gauge (Deputy Chair), Cattell, McLeay, Parrott, Shanks, Sheard and Meadows

Co-optees present: Joanna Martindale (Community Works Rep), Adam Muirhead (Community Works Rep), Becky Robinson (PaCC) and Dr Anusree Biswas Sasidharan (Community Works), Jasmine (Youth Council Rep)

PART ONE

1 PROCEDURAL BUSINESS

- 1) A Cllr Anne Meadows for Cllr Ivan Lyons. Apologies from Cllr Mackey, Lesley Hurst, and Sara Fulford.

B There were no declarations of interest.

2 MINUTES

2.1 RESOLVED The draft minutes of the People Overview & Scrutiny Committee meeting of the 18th March 2025 were approved.

3 PUBLIC INVOLVEMENT

3.1 There was no public involvement.

4 MEMBER INVOLVEMENT

4.1 There were no member questions.

5 CHAIR'S COMMUNICATIONS

5.1 The Chair gave the following communication: As this is the first meeting of the People Overview & Scrutiny Committee of this municipal year, I'd like to welcome our new members, particularly Cassie Hoffman-Kazlauskas our new Parent Governor Rep, to the committee.

Today we will be hearing from Cllr Paul Nann, Cabinet Advisor for Homelessness, on the council's ambitions to tackle homelessness. The council is currently working on its policy

regarding Homelessness and when it is more developed the policy will come to this committee for scrutiny. Today's report is very much to provide an understanding of the current situation and its complexities.

We will then have a presentation from Cllr Emma Daniel, cabinet member for Children, Families, & Youth Services, on the council's support for those pupils with special educational needs and disabilities. This is an area which is currently being reviewed by the government with the focus on how to improve outcomes for SEND pupils. Brighton and Hove Council are thus anticipating changes in SEND policy which will inform their own policy going forward. We will be able to scrutinise that policy when it comes to this committee later in the year or early next year. For this item I have invited some guests to also speak to the committee in order to provide extra depth of experience and knowledge on this subject. We have Euan Hannington, who is head teacher at Rudyard Kipling School, and Kirsti Hadley, who has led campaigns on this issue and has lived experience of it with her son. Kirsti was also a co-organiser along with b of the Mental Health Summit that was held recently in Saltdean. I'd like to thank them both for taking the time to join us as I'm sure that they will be able to provide an important perspective for members.

We also have a scoping report on our proposed next Task and Finish Group, the first for this committee, which will be on antisocial behaviour in council housing and housing association properties. This will be a major piece of research on an issue that is causing major problems for, and often blighting the lives of, residents in all types of social housing not just in Brighton and Hove but across the country and we look forward to being able to put forward some well thought out recommendations to the committee in January 2026.

6 HOMELESSNESS & ROUGH SLEEPING VERBAL PRESENTATION

6.1 Cllr Nann, Cabinet Advisor on homelessness, and Aaron Burns, Head of Temporary and supported Accommodation, presented to the committee. The main themes were: Statistics setting out the seriousness of the issue; national context of homelessness and the housing crisis; the context of the strategy and its emphasis on prevention; how to help those with multiple compound needs; the vision and priorities of both the Housing Strategy and the Homelessness & Rough Sleeping Strategy.

6.2 The committee asked a number of questions which included: the impact of Covid; the impact of short term lets on the housing market; the number of older homeless people and how they would be helped; youth homelessness; women being made homeless after having children taken into care; impact of moving customer services into libraries on those seeking housing support; Seaside Homes; the impact of the Renters' Rights Bill on the private rental sector; reconnection policy; methods of engagement; prevention measures; identifying people who are homeless; if there were common data sets or definitions with other agencies; communication of the policy when being rolled out; increasing engagement.

7 MEETING THE NEEDS OF SPECIAL EDUCATIONAL NEEDS AND DISABILITY LEARNERS

7.1 Cllr Daniel, cabinet member for children, families, & Young People, presented to the committee, the main points of the presentation were: An overview of SEND in the city and

nationally, the number of those receiving support locally and nationally, the provision within the city, the primary need trend locally, spending and funding,

7.2 Euan Hannington, Head of Rudyard Kipling School presented to the committee, his main points were: 30% of his children are in the top 10% of poverty in England, 31% of the children have special educational needs, that his school has seen an avalanche of additional needs in recent years and is struggling, a personal story of child X and how Euan was trying to help keep him in school, that 70% of year 6 children with SEND achieved expected standards in reading writing and maths compared to 26% nationally, his policy to try to keep SEND pupils in school whenever possible as this is best for them, but that this comes with a cost that is not met by the additional funding for SEND pupils, and that his school was soon benefit from an Alternative Provision Specialist Task Force that would greatly help SEND pupils.

7.3 Kirsti Hadley, SEND campaigner, presented to the committee. Her main points were: The stress that SATS exams place on all pupils but especially those with SEND; the need for inclusive teaching; the Sussex SEND Summit; her lived experience of diagnosis and trying to access education and support for her son; and her desire to see a more radical approach by the council.

7.4 Members asked questions and made comments on a range of issues including: alternative provision; the need for advocates; if SEND/SEMH children were included in policy setting; acknowledgment of intersectionality; SEND units at schools; the tensions around funding between local authorities and national government; Equalities Impact Assessment; the rise in diagnoses ; the limbo families face while waiting for a diagnoses; the importance of youth workers and having them work with schools.

7.5 RESOLVED

The People Overview & Scrutiny Committee:

Agrees to note the report and the detailed information in Appendix 1.

8 ANTISOCIAL BEHAVIOUR IN SOCIAL HOUSING TASK & FINISH GROUP SCOPING REPORT

8.1 Luke Proudfoot, Overview & Scrutiny Officer, presented to the committee highlighting the scoping report, which sets out suggested lines of investigation for the Group and the draft Terms of Reference, which included proposed membership and duration of the group. He said that membership would be arranged through the political group whips.

8.2 Members asked questions including: If members of the group had to be members of the committee, and if private tenants would have suffered antisocial behaviour by council or housing association tenants would be listened to.

8.3 RESOLVED

That People Overview & Scrutiny Committee:

agrees to establish a Task & Finish Group to scrutinise the issue of antisocial behaviour in social housing.

agrees Terms of Reference, membership and duration of the Task & Finish Group as set out in Appendix 2.

9 DRUGS & ALCOHOL STRATEGY (FOR INFORMATION ONLY)

The meeting concluded at 7.33pm

Signed

Chair

Dated this

day of

Brighton & Hove City Council

People Overview & Scrutiny

Agenda Item 12 (a)

Subject: Public Questions

Date of Meeting: 15th September 2025

A period of not more than thirty minutes shall be allowed at each ordinary meeting for questions submitted by a member of the public.

The following written questions have been received from members of the public:

1) Tenancy Policy – Lee Catt

Why is there not a vulnerability policy and/or strategy and a reasonable adjustment policy being used in line with the Spotlight report on attitude, respect, rights, and the vulnerability within social housing. If there is one, where is it, when was it published, why is it not easy to access, and why is it not being used in all cases?

Brighton & Hove City Council

Overview & Scrutiny

Agenda Item 15

Subject: General Fund Budget Planning & Resource Update - 2026-27 to 2029-30

Date of meeting: 15th September 2025

Report of: Chair of People Overview & Scrutiny

Contact Officer: Name: Luke Proudfoot
Email: luke.proudfoot@brighton-hove.gov.uk

Ward(s) affected: (All Wards);

Key Decision: No

1. Purpose of the report and policy context

- 1.1 This report to People Overview & Scrutiny Committee is to update members on the current budget position and includes the General Fund Budget Planning & Resource Update 2026-27 to 2029-30 report taken to Cabinet in July 2025.
- 1.2 This is to keep members informed and to provide greater understanding of the council's current budget position ahead of further scrutiny on more detailed budget proposals closer to Budget Council in February 2026.

2. Recommendations

- 2.1 People Overview & Scrutiny Committee to note the report.

3. Context and background information

- 3.1 As part of the Council's budget setting process members are being updated on the latest financial position of the council to enable them to be up to date and have a greater understanding of the current situation ahead of any proposed budget changes in February 2026.
- 3.2 The attached appendices that were taken to the July 2025 Cabinet meeting discuss all areas of council spending, including those that are outside of the remit of the People Overview & Scrutiny Committee.
- 3.3 The People Overview & Scrutiny Committee Terms of Reference agreed by Full Council on 16 May 2024 set out the remit of the committee as:
 - Adult Social Care
 - Council Public Health services (in accordance with Regulation 28 of the Local Authority (Public Health and Wellbeing Boards and Health Scrutiny) Regulations 2013 for scrutiny of the Council's health functions.

- Life Events, including bereavement and registration services
 - Communities and Equalities
 - Children & Young People services
 - Council Local Education Authority functions
 - Adult Skills & Learning
 - Library services
 - Housing Needs, Homelessness and Tenant/Resident services
 - Any other services within the scope of the Council's Housing, Care and Wellbeing and Families, Children and Learning directorates which are not included in the terms of reference of another Overview and Scrutiny Committee.
- 3.4 Members are therefore asked to consider these areas specifically, as well as more general areas such as council tax, when considering the attached appendices and asking questions at committee.
- 3.5 A similar report will be taken to Place Overview & Scrutiny Committee on 22 September 2025 to consider areas within their remit.
- 3.6 The Council's budget setting process will include an opportunity for members of People Overview & Scrutiny Committee to scrutinise the proposed council budget for 2026-27 in advance of Budget Council in February 2026.
- 4. Analysis and consideration of alternative options**
- 4.1 None specifically for this scrutiny report however as mentioned in the Cabinet report at appendix 1 the setting of the General Fund budget in February allows all parties to engage in the examination of budget proposals and put forward viable alternative budget and council tax proposals, including amendments, to Budget Council on 26 February 2026. Budget Council has the opportunity to debate the proposals put forward by the Cabinet at the same time as any viable alternative proposals.
- 5. Community engagement and consultation**
- 5.1 None for this scrutiny report.
- 6. Financial implications**
- 6.1 The financial implications of the council's General Fund forecast budget position over the Medium Term Financial Strategy is set out within the main body of the report to Cabinet in July 2025, included within the appendices to this report.
- Name of finance officer consulted: Haley Woollard
Date consulted: 29/08/25
- 7. Legal implications**
- 7.1 There are no legal implications arising from this scrutiny report.

Name of lawyer consulted: Elizabeth Culbert Date consulted 31/08/25

8. Equalities implications

- 8.1 None specifically for this scrutiny report. Any significant budget changes proposed in 2026/27 will require Equality Impact Assessments to be made.

9. Sustainability implications

- 9.1 None specifically for this scrutiny report. The council's revenue and capital budgets will be developed with sustainability as an important consideration to ensure that, wherever possible, proposals can contribute to reducing environmental impacts and support progress toward a carbon-neutral city.

10. Health and Wellbeing Implications:

- 10.1 None specifically for this scrutiny report.

Other Implications

11. Procurement implications

- 11.1 None specifically for this scrutiny report.

12. Crime & disorder implications:

- 12.1 None specifically for this scrutiny report.

13. Conclusion

- 13.1 The appendices set out the General Fund Budget Planning & Resource Update given to Cabinet in July 2025.
- 13.2 Members are asked to note the report and question the Cabinet Member for Finance and City Regeneration on its contents.

Supporting Documentation

1. Appendices

1. General Fund Budget Planning & Resource Update 2026-27 to 2029-30 report to Cabinet July 2025
2. Appendix 1 to General Fund Budget Planning & Resource Update 2026-27 to 2029-30 report to Cabinet July 2025

Brighton & Hove City Council

Cabinet

Agenda Item 27

Subject: General Fund Budget Planning & Resource Update - 2026-27 to 2029-30

Date of meeting: Thursday, 17 July 2025

Report of: Cabinet Member for Finance and City Regeneration

Lead Officer: Name: Chief Finance Officer

Contact Officer: Name: John Hooton, Chief Finance Officer
Haley Woollard, Deputy Chief Finance Officer

Email: john.hooton@brighton-hove.gov.uk
haley.woollard@brighton-hove.gov.uk

Ward(s) affected: All Wards

Key Decision: No

For general release

1. Purpose of the report and policy context

- 1.1 This report provides a budget planning and resource update as a key part of the preparation for the 2026/27 annual budget and Council Tax setting process together with Medium Term Financial Plan projections over the next 4-year period.
- 1.2 The council aims to align all spending, ringfenced and un-ringfenced, to support the achievement of Council Plan outcomes and priorities. The General Fund budget in particular is an expression of the Council Plan in financial terms and aims to ensure that revenue and capital budgets and investment plans are aligned to achieving the outcomes of the Council Plan for a 'better Brighton and Hove for all'.

2. Recommendations

That Cabinet:

- 2.1 Note the planning assumption of a Council Tax increase of 2.99% over the 4-year Medium-Term Financial Plan period and an Adult Social Care Precept of 2.00% or the equivalent in grant funding in 2026/27.
- 2.2 Note the funding assumptions and net expenditure projections for 2026/27 including a projected budget shortfall of £39.765 million.
- 2.3 Note the Medium Term financial projections for 2026/27 to 2029/30 and the predicted budget gaps totalling over £95 million over the period.
- 2.4 Agree the proposed budget development approach and that members will use this to develop 4-year medium-term service and financial plans and proposals for Budget Council consideration, including savings targets, to

enable a legally balanced budget in 2026/27 and enable the Council Tax for the year to be set.

- 2.5 Note that projections for next year and the Medium Term Financial Plan (MTFP) will be updated following government funding announcements expected in Autumn 2025.

3. Context and Background Information

BUDGET SETTING AND MEDIUM TERM FINANCIAL PLANNING

Overview

- 3.1 The council's budget includes areas where funding is 'ring-fenced' and must be spent according to relevant government grant funding conditions and/or other statutory regulations. These include the funding of schools and special educational needs services through the Dedicated Schools Grant (DSG), Housing Benefits, Public Health services, and council housing (Housing Revenue Account) funded primarily by tenants' rents. All other un-ringfenced funding is used to provide the majority of council services for the city and is provided for in the 'General Fund' Revenue Budget.
- 3.2 The context for budget setting is very challenging. There are significant budget pressures arising from increases in demand from statutory services, particularly temporary accommodation, adults and children's placements, and home to school transport. Compounding this, a reduction in resources is anticipated as a result of the government's fair funding review, particularly as a result of the re-baselining of business rates, and changes to the indices used for local government funding that may not be beneficial to the council. These pressures and possible reductions in funding lead to a budget gap of nearly £40 million in 2026/27 and more than £95m over the 4 year MTFS period.
- 3.3 As well as ensuring the delivery of the Council Plan, the budget process has the overarching objective of ensuring financial sustainability over the short, medium and long term for Brighton and Hove City Council, within an exceptionally financially challenging environment. Through this budget process the budget gap for 2026/27 will need to be addressed in addition to the development of a longer term savings and transformation plan that spans the period from 2026 to 2030. To underpin the delivery of savings, and to enable the council to continue to deliver capital investment plans for the city, an asset disposals and capital receipts plan will also need to be developed. Financial sustainability is covered in more detail below.

Local Financial Planning Context

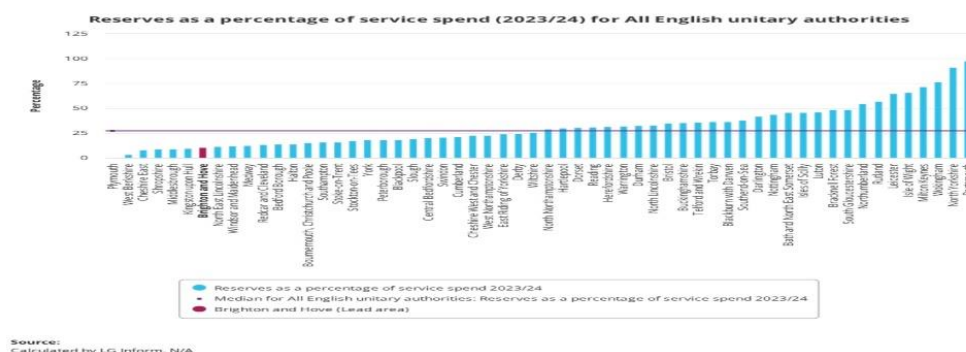
- 3.4 As legally required, the budget setting process will include the development of proposals to achieve a balanced budget in 2026/27 and will set out high-level plans to achieve financial sustainability over the 4-year Medium Term Financial Plan period. This will be important for a number of reasons including:
- Addressing the External Auditor's concerns, having assessed the council's financial sustainability as a 'significant weakness', by demonstrating that the council is setting its annual budget and

Council Tax in the context of understanding its longer term financial sustainability;

- Demonstrating that any use of reserves or balances in the short-term to support the budget is financially sustainable (i.e. repayable) in the medium term;
- Ensuring that the delivery of Council Plan priorities and associated service planning is aligned with and reflected in medium-term financial planning, and;
- Ensuring that any budget shortfalls (gaps) in future years are identified early to enable longer term programmes of change and transformation to be instigated as soon as possible to generate the necessary savings, efficiencies or income.

Financial Sustainability

- 3.5 The council has a significant financial sustainability challenge. As shown by the below graph, the council's reserves are at one of the lowest levels in the country, at a time when the financial risks for councils are perhaps greater than they have ever been. The council's lack of resilience in terms of reserves, its inability to withstand significant financial shocks, is a position that is unsustainable.



- 3.6 Many risks exist for councils across the country at the moment which are applicable to Brighton and Hove. These include the delivery of challenging savings targets, pressures on statutory services (particularly adults and children's social care and temporary accommodation) and inflationary pressures on the costs of services. What sets Brighton and Hove apart is not that these pressures exist here more than other places, but that the authority's low level of reserves means any of these risks individually or collectively could wipe out reserves. This is compounded by the expected reduction in government resources as a result of the fair funding review described in section 4,
- 3.7 Financial management across the organisation is generally fairly strong. The Council has achieved financial balance over the last two years (2023/24 and 2024/25), and there are robust processes in place to monitor and report the financial position throughout the year. However, there are some parts of the organisation where finances are less transparent and the management of the capital programme is not as robust as the processes in place for the general fund, HRA and schools budgets.
- 3.8 Looking at the overall picture, while there are strengths in terms of financial management, the low level of reserves is perhaps the greatest risk that

exists for Brighton and Hove Council. This position has been highlighted by the Local Government Association in their Corporate Peer Challenge (“The council has very little, to no, tolerance in its financial resilience... it needs to prioritise a plan to increase the overall level of reserves at pace”), by the External Auditors in their annual opinion (“a significant weakness in arrangements for financial sustainability remains”), and by MHCLG, who continue to indicate their concern around the council’s financial position. It is therefore imperative that a framework for financial sustainability is developed, agreed, and implemented, as a priority.

Framework for financial sustainability

- 3.9 There are many aspects to financial management that will lead to improved financial sustainability, for simplicity it is helpful to focus on some key elements:
- Strong in year financial management to ensure that no draw down on reserves or contingency is necessary (including management of service pressures through recovery actions or mitigating savings);
 - A robust transformation plan for the delivery of savings across the MTFS period;
 - Delivery of a stretch target for capital receipts of £40-50 million over the period, alongside use of flexible capital receipts to fund savings and transformation plans (as well as some existing capital programme commitments);
 - Rationalisation of the capital programme to de-risk the delivery of the capital receipts programme;
 - Setting a principle that no additional revenue spend or initiatives are agreed without compensatory savings being found (unless externally funded); and
 - Setting a principle that no additional capital projects are agreed without a compensatory decrease in other capital projects (unless externally funded).
- 3.10 If all of these elements are met, the resulting impact will be a build-up of the council’s reserves and balances, improving resilience and the ability to deal with future financial challenges or unexpected events/shocks.
- 3.11 The level of reserves that a council holds is ultimately a matter of judgement, however there are some comparisons and ratios that can be used as a guide. Often councils look at a ratio of 5% of the revenue budget for the general fund balance. This would equate to £12 million for Brighton and Hove City Council. Given the level of financial uncertainty and service pressures that exist in Brighton and across the country, it is recommended that this is increased to £15 million. Given other potential risks that exist for the council, the risk reserve target is set at £10 million to provide an additional buffer for unexpected financial shocks.
- 3.12 In summary, the target for general fund reserves is £15 million, and the target for the risk reserve is £10 million. The aspiration is to achieve this over a 3 year timeframe (by March 2029). However, the challenging budget gap over the MTFS will need to be addressed as a priority, and therefore

plans will be developed to meet the recommended increases along with addressing the budget shortfalls over the medium term.

Addressing Projected Budget Shortfalls

- 3.13 The TBM Month 2 (May) position for 2025/26, also being presented at this meeting, is a forecast overspend of £15.468m. This follows a challenging year for 2024/25 which required strong management action including strict spending and recruitment controls to achieve an underspend of £1.091m by the end of the year. The significant drivers of the 2025/26 forecast overspend is pressures on demand led services, but the forecast also includes savings agreed that are at risk of not being delivered. It's vital that sustainable methods of addressing the budget shortfalls to reduce the reliance on strict controls. This will help sustainably manage the financial position in future years to achieve financial sustainability.
- 3.14 The approach to tackling the budget shortfalls will be as follows:
- Urgently working to address in year budget pressures, particularly through focusing on areas of the most significant demand – temporary accommodation, adults and children's social care placements and home to school transport.
 - Developing transformation plans over the whole MTFS period that address budget shortfalls, also with a particular focus on tackling areas of the most significant demand. For example, the most significant budget pressure for the council is temporary accommodation. If homelessness prevention activity can be increased as well as increase the supply of more affordable accommodation, the council's budget gap could be significantly reduced. Work is also being undertaken to identify digital transformation projects that will improve services and contribute to meeting the budget gap.
 - Generating capital receipts of £40-50 million over the MTFS period to relieve pressures on general fund services, fund savings plans and transformation activity, and provide funding for new capital investment in priorities such as leisure centres, parks and improving the look and feel of the city.
- 3.15 This work will be overseen by an officer-led Savings Delivery Board with representation from services across the council.

4. RESOURCES UPDATES AND ASSUMPTIONS

Spending review

- 4.1 The Chancellor's Spending Review (SR) announced on 11 June 2025 provided the following significant announcements for local government:
- A confirmation of multi-year settlements of 3 years from 2026/27. This provides some much welcomed certainty for the sector over the medium term after a series of one year settlements;
 - Confirmation on continuation of the ability for authorities with Adult Social Care responsibilities to increase council tax by 4.99% (2.99% core council tax and 2% ASC precept);

- Significant investment in social housing across the country, with £39 billion being allocated over the spending review period;
- Creation of the Crisis & Resilience Fund to replace the current Household Support Fund and Discretionary Housing Payments. A confirmation of this fund over the SR period comes after 3 years of short term allocations, allowing councils to better plan their use of the fund;
- Additional £4 billion of funding for Adult Social Care over the SR – this is partly to be funded by an increase in the NHS contribution to the Better Care Fund;
- An allocation of £550 million from the government's Transformation Fund to reform children's social care, and an additional allocation of £560 million to refurbish and transform children's homes and foster care placements; and
- Provision of a further £950 million to the Local Authority Housing Fund to increase the supply of Temporary Accommodation.

Local Government Financial Settlement (LGFS)

Fair Funding Review

- 4.2 On 20 June 2025, the government launched a consultation on its proposed approach to local authority funding for England through the Local Government Finance Settlement from 2026/27. The consultation (called Fair Funding Review 2.0) builds on the previous government's proposals to reform local government funding, which was never implemented.
- 4.3 The proposals seek to simplify the funding model for local authorities, whilst reviewing the allocation methodology of resources. This is an effort to direct funding towards authorities with communities with the highest need and deprivation whilst recognising that some authorities have larger tax bases and therefore a greater ability to raise council tax.
- 4.4 The key considerations within the consultation include:
 - **Updated Relative Needs Formulas (RNFs);** These formulas estimate the demand for services and are the primary driver of grant proportion allocations across local authorities. The government have published indicative RNFs for all local authorities as part of the consultation. Under the proposals, BHCC would see its RNFs reduce on average by approximately 11%. Work is currently being undertaken to analyse the main drivers of the changes.
 - **Consolidation of grants;** in order to simplify local government funding, the government are proposing to roll a number of grants into the revenue support grant to reduce the number of grants and therefore the burden of administration. This is welcomed, but it will be evaluated as part of the consultation response, as to whether this simplification results in loss of sufficient complexity to assess need.
 - **Council Tax Equalisation;** the proposals includes a resource adjustment, using each local authority's council tax base as a measure of its council tax raising ability to overlay the needs assessment. This will redistribute resources towards those authorities that have a reduced ability to raise council tax.

- **Transitional Arrangements;** the expectation is that changes in funding will be gradually introduced over the period of the spending review – i.e. a three year period.
- 4.5 The changes outlined above will create a new Settlement Funding Assessment for all Local Authorities in England. This is an assessment of each authority's overall need for resources. This will result in redistribution of funding between authorities from 2026/27 onwards.
 - 4.6 Alongside the Fair Funding Review, a full Business Rates Reset is planned for 2026/27. A reset represents a full redistribution of the business rate growth that local authorities have built up since the implementation of the Business Rates Retention Scheme in 2013/14. There is a close relationship between the Business Rates Reset and the Fair Funding Review, as the latter assesses the total level of resources needed for each authority which informs the level of business rates an authority should retain locally.
 - 4.7 The government have indicated that no local authority will lose funding on a cash basis comparing Core Spending Power (CSP) in 2026/27 to 2025/26. However, a key part of the change in CSP is council tax increases. An assumption of a council tax increase of 4.99% is already assumed as additional resources in the council's 2026/27 and future years budget setting assumptions, which creates additional resources of £9.866m in 2026/27.
 - 4.8 As a result of the breadth of changes in the Fair Funding Review and the Business Rates Reset, it is currently estimated that the council could lose revenue resources of between £7 million to £24 million over the medium term. The consultation is complex and technical, and therefore it's difficult to accurately model the impact at this stage. The MTFS therefore includes existing assumptions for grants, business rates and council tax. In addition, a pressure has been included which reflects a £14.500m loss of total revenue resources over a three-year transition period, the first £6.000m of which falls in 2026/27.
 - 4.9 There is still uncertainty surrounding the final impact of both the Fair Funding Review and Business Rates Reset, including the method of calculation and timing of any transitional arrangements. Work is being undertaken at pace to analyse the proposed changes and update the medium term financial strategy as the implications become clearer. This will be reflected in an updated report in December 2025.
 - 4.10 MHCLG have indicated that a Policy Statement will be released in Autumn (expected late September or early October), confirming their policy position and response to the consultation. This should provide enough detail for Local Authorities to be able to estimate the impact on their resources. This is expected to be followed by the publication of the Provisional LGFS before the end of the year (as early as late November).

Government Grants and Precepts

Revenue Support Grant (RSG)

- 4.11 It's difficult to accurately assess the overall RSG at this stage. The council received £8.789m RSG in 2025/26. The base assumption is that RSG will be uplifted for 2026/27 by 1.63% (£0.143m). However, due to uncertainty of the

impact from the Fair Funding Review, any reduction of RSG is included in the £6.000m pressure in 2026/27 for total loss of resources in relation to the Fair Funding Review and Business Rates Reset.

- 4.12 The government is proposing to roll in a number of grants to the RSG, including a change in the needs assessment formula which will impact the distribution between authorities. The current expectation is that the following grants will be rolled into RSG:
- Social Care Grant (including new allocation of ASC grant announced)
 - ASC Market Sustainability & Improvement Fund
 - Domestic Abuse Safe Accommodation Grant
 - Employer National Insurance Contribution (NIC) Grant
 - New Homes Bonus
 - An element of the Homelessness Prevention Grant for temporary accommodation

Adult Social Care precepts and Better Care Funding (BCF)

- 4.13 In recent years the government has provided additional resources to support Adult Social Care (ASC) through a combination of increased grant and ASC precepts. The Spending Review confirmed the continuation of the ASC precept of 2.0%. This is equivalent to £3.987m, and had already been included in the MTFS assumptions.
- 4.14 The Better Care Fund is a legal requirement for Local Authorities to pool funds with the NHS and it is proposed within the Fair Funding Review that the LA element of the BCF will remain as a stand alone Section 31 grant. The current budget assumptions include the BCF grant to be maintained at the same level as 2025/26 (£11.669m).

Children's Families & Youth Grant

- 4.15 The consultation proposes to consolidate the Children's Social Care Prevention Grant and the Children & Families Grant. The council currently receives a total of £2.858m across these two grants. The current budget assumption is that the grants will be maintained at the same level.

Homelessness and Rough Sleeping

- 4.16 The government intends to bring together all revenue funding for homelessness and rough sleeping, including the prevention and relief element of the Homelessness Prevention Grant (HPG). The remainder of the HPG (relating to temporary accommodation) will be rolled into RSG.
- 4.17 The government have consulted separately on funding arrangements for the HPG from 2026/27 onwards. This consultation indicated that the council would see a reduction of approximately 45% (£4.883m) of this grant. This reduction has been included as a service pressure.
- 4.18 There are still uncertainties remaining over the overall quantum of funding available, the transitional protections, and how the HPG will be split between the temporary accommodation element and the prevention and relief

element. There should be further clarity provided within the Local Government Finance Policy Statement in autumn.

Public Health Grant

- 4.19 The Public Health (PH) grant is expected to be consolidated with other service specific grants to deliver a wider PH grant. Details will be announced as part of the provisional LGFS. The PH grant is currently ringfenced, and the consultation is not clear on whether this will change. It is assumed that the grant will continue to be ringfenced and maintained at the current level (£24.298m).

Crisis & Resilience Fund

- 4.20 It has been announced that a new Crisis and Resilience Fund will be formed to include the current Household Support Fund (HSF) and Discretionary Housing Payments (DHP). It is assumed that the funding for 2026/27 will be maintained at the current level for the council (£4.418m across both HSF & DHP).

Business Rates

- 4.21 The government is introducing significant changes to the business rates system in 2026/27. This includes:
- The introduction of three new multipliers which will provide a more complex system for assessing the business rates liability of different types of businesses;
 - A full Business Rate Reset, designed to redistribute growth accumulated by authorities since 2013/14;
 - A new rating valuation list. This will update the rateable values for all properties, adding further uncertainty in the level of business rates income.
- 4.22 The business rates forecast is difficult to assess at this stage. The forecast for 2026/27 has been based on the existing assumptions. This includes a growth assumption of 0.50% (equivalent to £0.303m), and an inflationary increase of 1.63% (equivalent to £1.020m).
- 4.23 The Business Rate Reset is expected to result in a loss of locally retained business rates; the business rate income from 2026/27 will be based on the revised settlement funding assessment which will be derived from the changes implemented by the Fair Funding Review. The reduction of business rates income is included in the £6.000m pressure in 2026/27 for loss of resources in relation to the Fair Funding Review and Business Rates Reset.
- 4.24 Business Rates forecasts continue to be an area of financial risk that is heightened by the unknown impacts of global financial events and the impact of current economic conditions on businesses. In addition, appeals continue to have a significant impact on forecasting business rates and the new valuation list will have its own level of appeal activity to forecast. Therefore, business rates estimates could change significantly ahead of setting the budget.

Council Tax

Council Tax Reduction Scheme

- 4.25 The current Council Tax Reduction Scheme (CTR) was approved by full Council in February 2022. No changes have been made to the scheme, but the Council has approved the uplifting of earnings band thresholds in line with the changes to the National Living Wage announced by government.
- 4.26 The number of working age claimants increased by 2.3% in the year to 31 May 2025. The assumption in the projections is that the number of claimants and average awards will remain constant throughout 2025/26 and 2026/27 at the current overall levels. This assumption will be closely monitored throughout the year and will be updated with any changes to the scheme agreed by Council.

Council Tax Estimate 2026/27

- 4.27 The council tax increase for 2026/27 and future years of the MTFS is currently assumed at 4.99%, which includes the continuation a 2.0% increase for an Adult Social Care Precept. This follows the confirmation of the Chancellor of the continuation of the ASC precept over the period of the Spending Review.
- 4.28 The impact of the current financial climate on council tax income continues to be difficult to predict. New housing developments have been assumed for 2026/27, with a council tax base increase assumed of 0.87%. Over the last few years, the cost-of-living crisis has impacted on the council tax collection rate. It is therefore assumed to remain at the 2025/26 level of 98.75% rather than reverting to the pre-pandemic level of 99%.

Corporate Inflation Provisions & Assumptions

Pay

- 4.29 At present there is no agreed pay offer for 2025/26 for the majority of staff. The employers' offer for 2025/26 for all NJC salaries is an increase of 3.2%. The 2025/26 budget included a 2.75% increase and, if this offer is agreed it therefore creates a pressure of £0.827m when rolled forward into 2026/27.
- 4.30 The current pay award assumption for 2026/27 is 2.75% on the basis that aside from a short term increase in early 2025, it is expected to reduce back to target levels in the later part of 2025 and early 2026. Pay has been a significant financial risk over the past 3 years during a period of very high inflation. Each 1% increase equates to an approximate pressure of £1.800m for the General Fund budget. This is also a significant risk area for the separate Schools and Housing Revenue Account budgets.

Pensions

- 4.31 The most recent triennial review of the East Sussex Pension Scheme covered the period 2023/24 to 2025/26 and confirmed the employer contribution rate of 19.80% across the 3 years. The East Sussex Pension Fund, in common with many funds across the country, is currently performing very well in terms of investment performance. If this is sustained, this should be reflected in reduced employer contribution rates in the next triennial review, subject to other factors such as pay awards. The indicative outcome of the next triennial review should be available in November 2025.

Prices

- 4.32 The provision for general price inflation ranges between 1.00% and 3.00% as a base position depending on the type of expenditure. The largest type of expenditure is Third Party Payments which covers the majority of non-staffing expenditure within adults and children's social care which has an assumed base position increase of 2.50%. The impact of inflation above these assumed base rates is separately identified as a 'Service Pressure' rather than applying generic increases to all service areas.

Fees and Charges

- 4.33 Fees and charges budgets for 2026/27 are assumed to increase by a standard inflation rate of 3.00%. Penalty Charge Notices (parking fines) are excluded from this increase as the levels of fines are set by government and cannot be changed independently. Temporary accommodation income is assumed to increase by 2.00% but this will ultimately be determined by government changes to the Local Housing Allowance rates.

Commitments

- 4.34 The budget projections for 2026/27 include commitments of £1.579m relating to the costs of previously approved capital investments funded by borrowing. During 2024/25 a review and rationalisation of the capital programme was undertaken to ensure approved projects are deliverable and affordable and this process will continue to inform the MTFS. The financing costs budget is net of investment income from cashflow surpluses which can fluctuate significantly through changes to the Bank of England base rate. A further Capital Programme review in 2025/26 will be undertaken. The results of this review, as well as revised investment income projections will be reflected in an updated financing costs budget for 2026/27.
- 4.35 Other substantial commitments include the reversal of one-off commitments and resources within the 2025/26 budget of £1.184m (including reversing the one off risk provision included in 2025/26 of £1.747m) and £0.550m recurrent IT&D resources to support the digital infrastructure. The pay award for 2024/25 is estimated to be £0.827m above the allowance in the budget and therefore this also becomes a commitment in 2026/27.
- 4.36 There is no recurrent funding for risk provisions included within the financial projections. For planning purposes, any risk provision would need to be managed by redirecting reserves in the short term.

5. ANNUAL BUDGET AND MEDIUM TERM FINANCIAL PLAN ESTIMATES

- 5.1 The table below sets out the projected inflationary cost increases, demographic (demand) pressures and commitments for 2026/27. It's necessary for information for 2026/27 to be more detailed than future years as the council is required to set a legally balanced budget and set the Council Tax level for the following financial year.

Projected Cost and Demographic Pressures 2026/27:	Estimate
	£m
General Inflation assumptions including 2026/27 Pay Award	9.514
Budget Commitments (including capital financing)	3.839

Mainstream Digital funding	0.550
Change in contribution to reserves	3.015
2025/26 Pay Award above modelled allowance	0.827
Temporary Accommodation - demand & cost pressures	12.058
Adult Social Care - demand & cost pressures	9.003
Childrens Social Care - demand & cost pressures	4.680
Home to School Transport - demand & cost pressures	1.285
Estimated loss of funding from Fair Funding reform	6.000
Income pressure - New England House	1.200
Housing Benefit Subsidy Shortfall	0.400
All other pressures across Council Services	4.314
Total Projected Cost and Demographic Pressures	56.685
Projected Funding and Taxation Resources:	
Remove one-off Collection Fund deficits	-3.779
Confirmation of 2.00% ASC Precept	-3.987
Council Tax increase of 2.99%	-5.964
Council Tax estimated tax base growth (+0.87%)	-1.725
Business rates growth and appeals change (+0.50%)	-0.303
Business rates inflation	-1.020
Revenue Support Grant increase	-0.143
Total Assumed/Projected Increase in Funding	-16.920
Projected Budget Gap (Savings Requirement) 2026/27	39.765

- 5.2 The estimates and assumptions above, based on the best information available, indicate that a substantial budget gap of £39.765m would need to be addressed in order to balance the budget. However, it must be remembered that all estimates at this stage of the process are subject to change and will be reviewed and updated throughout the budget process.
- 5.3 For planning purposes, and recognising that it will take some months to develop robust saving and transformation proposals, the Corporate Leadership Team (CLT) and Directorate Leadership Teams (DLTs) will work on the basis of addressing the £39.765m shortfall identified above. This will also include focusing on managing costs and demands in the current year which can contribute to improving trends together with working up savings, cost reduction and demand management proposals for next year and the following 3 years.

Medium Term Financial Projections 2026/27 to 2029/30

- 5.4 The table below summarises the medium term estimates and predicted budget gaps for the next 4 years based on the following key assumptions:
- Demographic pressures are based on current trends for 2026/27 and then moderated estimates for 2027/28 onward;
 - A total £14.500m loss of funding from the Fair Funding Reform and Business Rates Reset over a 3 year period (£6.000m in 2026/27, £2.500m in 2027/28 and a further £6.000m in 2028/29);

- 2.99% Council Tax increases over the 4-year period;
- 2.00% Adult Social Care precept over the 4-year period;
- Average Pay award of 2.75% in 2026/27 and then 2.50% thereafter;
- 3.00% annual income target/generation uplifts in 2026/27 and 2027/28, and 2.50% thereafter;
- Average 2.50% social care third party provider payment increases over the 3 year ;
- Variable 1.00% to 3.00% cash limits on non-pay budgets over the 4-year period;
- Council Tax taxbase growth of 0.87% in 2026/27, 0.86% in 2027/28, and 0.61% in 2028/29 and 2029/30.
- Business Rates growth of 0.50% each year, and existing CPI assumptions of 1.63% in 2026/27, 1.64% in 2027/28 and 1.98% thereafter. This will be updated following the implementation of changes to the Business Rates Reset. Expected changes are currently built into the loss of funding at the second bullet point.

Summary Projections and Budget Gaps	2026/27	2027/28	2028/29	2029/30
	£m	£m	£m	£m
Commitments (incl. previous decisions)	8.231	1.478	(0.448)	0.383
Net Inflation (on Pay, Prices, Income, Pensions)	9.514	9.132	9.842	10.219
Subtotal	17.745	10.610	9.394	10.602
Net Investment in priority/demand-led services	32.940	21.388	18.332	19.690
Net estimated loss of funding	6.000	2.500	6.000	0.000
Projected Net Tax Base changes	(16.920)	(13.846)	(14.258)	(15.019)
Predicted Budget Gaps	39.765	20.652	19.468	15.273

5.5 The medium term projections could be affected by a wide range of factors as follows:

- Higher or lower changes in resources from the Fair Funding Review than assumed;
- Higher or lower demands and cost pressures than projected;
- Higher or lower tax base movements;
- Further movements in locally or nationally negotiated pay;
- Higher or lower inflation than assumed;
- Changes in other grants received;
- Changes in interest rates (impacting on capital financing budgets); and
- Actuarial changes to employers' LG pension scheme contributions.

Many of these can have significant impacts on medium term projections in either direction. However, it is important to attempt to estimate future costs and resources as this gives early indications of potential future financial challenges and can inform decision-making now, particularly with regard to setting in train longer term innovation programmes to address financial sustainability.

- 5.6 Based on the analysis above, options to address budget gaps totalling £95.158m over the medium term period 2026/27 to 2029/30 will need to be developed. The indicative savings targets for each council directorate over the MTFS is outlined in the below table:

Savings Targets	2026/27	2027/28	2028/29	2029/30
	£m	£m	£m	£m
Families, Children & Wellbeing	9.355	4.859	4.580	3.593
Homes & Adult Social Care	17.381	9.027	8.509	6.676
City Operations	8.972	4.659	4.393	3.446
Central Hub	4.057	2.107	1.986	1.558
Total	39.765	20.652	19.468	15.273

One-off Resource Requirements 2026/27

- 5.7 One-off resources may be needed in 2026/27 for a wide range of reasons which could present additional financial challenges as these would require identification of resources to meet any commitments. One-off resources may be required to cover the following:
- Any Collection Fund deficits (TBM Month 2 monitoring indicates a £1.959m net deficit) *;
 - Any General Fund outturn overspend (i.e. TBM overspend) *;
 - Any increase to provisions or reserves required *;
 - Any unavoidable/unexpected one-off expenditure or commitments;
 - Any one-off allocations for priorities (subject to availability of resources).

* *The reverse is also true whereby surpluses or underspends could increase the availability of one-off resources or, at least, reduce the call on one-off resources.*

6. CAPITAL STRATEGY AND CAPITAL INVESTMENT PROGRAMME

5 Year Capital Investment Programme

- 6.1 The current Capital Strategy was approved by Budget Council in February 2025 along with scheme-by-scheme capital programme estimates that were incorporated into the council's Budget Book. The aim of the Capital Strategy is to ensure that all members can understand and determine the overall long-term policy objectives for the use and deployment of capital resources including borrowing. The capital expenditure estimates incorporate planned rolling investment programmes alongside major infrastructure, housing and sustainability schemes.

- 6.2 The majority of the council's capital investment is within longer-term programmes that support Council Plan priorities alongside significant capital projects. The key programmes and projects, aligned to the council's priorities, are as follows:

Homes for Everyone:

- New Homes for Neighbourhoods and Home Purchase Scheme;
- Investment in new build housing through the Housing Revenue Account and Housing Joint Venture (with Hyde Housing);
- Investment in maintaining and improving the Council Housing Stock and building safety through the Housing Revenue Account;
- The Strategic Investment Fund (SIF) to provide project support for major regeneration programmes that draw in substantial private sector investment.

A Healthy City where People Thrive:

- Investment in a new leisure centre at the King Alfred site;
- Investment in other leisure facilities such as the Withdean Sports Complex swimming pool and 3G pitches at Moulsecoomb and Hove Park;
- The Education Capital programme, which provides investment from central government including New Pupil Places, Education Capital Maintenance and Devolved Formula Capital for schools;
- Disabled Facilities Grant funded adaptations to support independence at home.

A City to be Proud of:

- Renovation and restoration of the Madeira Terraces;
- Development of the Black Rock site and Valley Gardens Phase III;
- Investment in the Royal Pavilion Estate supported by the Heritage Lottery;
- The Local Transport Plan (LTP) covering a wide range of transport-related schemes;
- Significant investment in coast protection programmes such as the Brighton marina to River Adur scheme;
- The Carbon Neutral investment programme.

A Learning Council with Well-run Services:

- The Information Technology & Digital Investment Fund to maintain and upgrade the council's infrastructure and IT architecture;
- The Corporate Systems Improvement (CSI) Programme to improve the council's core HR, Payroll, Finance & Purchasing systems and associated applications;

- The Asset Management Fund (AMF) to maintain operational buildings, improve sustainability and reduce long-term maintenance costs;
- Corporate Planned Maintenance (PMB) to undertake planned building works and upgrades;
- Vehicle and plant annual replacement programmes.

Capital Receipts

- 6.3 Capital receipts from the sale of surplus land and buildings support the capital programme and the innovation fund to support council-wide transformation as outlined in section 7. A revised Capital Asset Strategy was approved by Cabinet in April 2025, which outlined five key principles to guide the strategic management of the council's extensive portfolio. In addition, the report identified a pipeline of property disposals which met the principles for disposal which supports the delivery of the Innovation Fund and Capital Programme.
- 6.4 Capital receipts are under severe pressure due to competing demands for the resources and the certainty and speed with which capital receipts can be realised. Additional staff resources have been deployed in Property and Legal services to support the delivery of these capital receipts. In addition to the Innovation fund, capital receipts are committed to annual investment funds including the Asset Management fund, Strategic Investment Fund and the Commercial Asset Investment fund as well as commitments within already approved capital schemes.
- 6.5 The table below reflects agreed capital disposals and commitments against the receipts. Capital Receipt commitments include existing and approved capital schemes together with an assumed minimum investment in the Innovation Fund of £24 million (see Section 7). The table shows a shortfall in capital receipts over the MTFS of £21.4 million. Further options to meet this resource requirement through either additional capital receipts or reduced commitments will be presented to Cabinet in due course.

Capital Strategy & Capital Receipts	Year 1	Year 2	Year 3	Year 4	Year 5
	2025/26 £'000	2026/27 £'000	2027/28 £'000	2028/29 £'000	2029/30 £'000
Brought forward balance	189	(1,890)	(6,827)	(12,328)	(18,897)
Expected Capital Receipts	17,808	3,863	1,049	0	0
Capital Receipt commitments	(19,887)	(8,800)	(6,550)	(6,569)	(2,500)
Carry forward balance (deficit)	(1,890)	(6,827)	(12,328)	(18,897)	(21,397)

Review of the Existing Capital Programme and Future Requirements

- 6.6 The Capital programme, agreed at Budget Council in February 2025 included £246.946m investment plans for 2025/26. This included a large number of schemes reprofiled from 2024/25 and in some cases previous years. Further reprofiling is expected throughout 2025/26 as part of the

council's budget monitoring process and as the capital programme review is undertaken during the year.

- 6.7 As noted in paragraph 3.9, a key part of the budget process and in-year budget management will be a review of the capital programme and its affordability and deliverability. This will include further recommendations for rationalising and prioritising schemes, including de-commitment, to ensure approved projects are deliverable and affordable and to continue to strengthen alignment of capital investment to Council Plan priorities. The review will be performed alongside identifying and developing any new investment proposals to support Council Plan priorities or contribute to the council's medium and longer-term financial sustainability.

7. THE INNOVATION FUND (INVEST-TO-SAVE)

- 7.1 Achieving transformation and change often involves significant one-off costs that cannot be afforded from revenue and cannot normally be funded by capital receipts or borrowing, for example, redundancy costs or project and programme management staffing. The government has extended the ability of all Local Authorities to use capital receipts to support the transformation of services to deliver savings and efficiencies (known as the Flexible Use of Capital Receipts) to March 2030.
- 7.2 The 2025/26 Budget approved in February 2025 included a four year Innovation Fund to 2028/29 with a total investment need of £20 million to support the transformation and change of services and invest-to-save proposals over the period of the MTFS. This report assumes that the council will further need to take advantage of the ability to fund transformation through the Flexible Use of Capital Receipts to support the MTFS over the four year period to 2029/30. Therefore the Innovation Fund is expected to be extended into 2029/30 on the same basis as 2028/29, increasing the overall investment need of the fund to £24 million.
- 7.3 The investment need over the period may need to be reviewed and updated in light of the significant budget gap over the MTFS and therefore the significant level of transformation that may be required to bridge the gap. However, any expansion of the Innovation Fund will create further pressure to increase the pipeline of capital receipts.

Indicative Innovation Fund					
Category of Investment	2025/26	2026/27	2027/28	2028/29	2029/30
	£m	£m	£m	£m	£m
Invest-to-Save business cases	2.600	2.600	1.500	1.500	1.500
Digital and AI Development	1.000	1.000	1.000	1.000	1.000
Managing Staffing Changes (exit packages)	1.250	1.250	0.500	0.500	0.500
Enabling Resources (e.g Project Officers, Workstyles Team, HR etc)	1.000	1.000	1.000	1.000	1.000
Resources to generate Capital Receipts	0.150	0.150	0.000	0.000	0.000
Total	6.000	6.000	4.000	4.000	4.000

7.4 The investments are described in outline below:

- **Invest-to-Save Business Cases:** The medium term planning process encourages innovation and invest-to-save business cases aimed at supporting the achievement of Council Plan priorities and, importantly, contributing to the future financial sustainability of the council. Business cases will need to demonstrate a return on investment within a reasonable time period (max 5 years) but ideally within the 4-year medium term financial plan period. A minimum investment of £9.7 million is anticipated but the profile of this is likely to be uneven and is most likely to need to be front-loaded.
- **Digital and AI Development & Skills:** Digital and AI is a specific form of invest-to-save. The council has already invested heavily in staff, systems and technologies to provide improved digital and on-line services. However, this process does not stop and as technologies, including AI and robotics, improve and develop, the council will need to move with the technology and ensure appropriate skills are developed to make the most of any investment. Provision of at least £1 million each year is included but some of this cost could potentially be transferred to revenue in later years if this is affordable within the overall budget envelope.
- **Managing Staffing Changes:** Transformation and change inevitably results in significant changes to services which will entail changes to the mix or level of staffing in services. This can lead to potential redundancies which the council attempts to manage through holding vacancies or redeployment as far as possible, but otherwise through voluntary severance where this meets the council's business case criteria. This can involve significant redundancy and/or pension strain costs. At least £4.0 million is expected to be required over the period.
- **Resources to generate Capital Receipts:** Generating sufficient capital receipts in good time to support both the Transformation Fund and Capital Investment Programme will require additional conveyancing and surveyor resources. Disposals are often complex and time-consuming, involving many parties, tenancies or other complications such as lease re-gearing or land and property transfer negotiations. Without additional resources, disposals will not succeed at pace and are unlikely to provide the necessary financial resources. An estimated investment of £0.150 million for the first two years is included above.
- **Transformation Enabling Resources:** Ensuring that transformation and change can be delivered requires resources that can be flexibly deployed across different programmes or to ongoing long-term change programmes. Informed by previous experience, the Innovation Fund provides resources of £1 million per annum to support a wide variety of transformation, change and savings programmes and projects. This will need to be reviewed as future budgets are developed and the level of support for each change proposal is fully understood. The costs are broadly expected to cover the following:

Transformation Enabling – Recurrent Annual Costs	
Category of Investment	Annual Cost
	£m
Project & Programme Management Resources	0.640
Workstyles Resources (to rationalise operational buildings)	0.180
HR Management of Change Support	0.128
Leadership Development	0.052
Total	1.000

8. HOUSING REVENUE ACCOUNT (HRA) BUDGET & CAPITAL PROGRAMME

- 8.1 This report is primarily concerned with the development of the General Fund revenue and capital budget. However, there are links to the Housing Revenue Account (Council Housing) revenue budget and capital programme which follow a separate budget setting process. Summary information is provided below.
- 8.2 The Housing Revenue Account (HRA) is a ring-fenced account which covers the management and maintenance of council owned housing stock. This must be in balance, meaning that the authority must show in its financial planning that HRA income meets expenditure and that the HRA is consequently viable.
- 8.3 The current economic and operating environment continues impact on the resources available to the HRA during 2025/26 and like many other HRA's, the authority is under increasing financial pressure with the latest Medium Term Financial Strategy showing a deficit over the next 5 years. This includes the rising cost and volume of disrepair claims, significant investment needs in relation to compliance with the Building Safety Act, Fire Safety Regulations and Social Housing Regulation Bill, as well as the impact of inflation on services and financing costs.
- 8.4 A continuing issue for the council is investment requirement in 8 Large Panel System (LPS) blocks across the city. Whilst investment was anticipated over a longer period of time for these blocks, there is a need to ensure the blocks remain safe in the short to medium term with measures being introduced which require a significant revenue investment for the HRA over the short term. An emerging issue for 2025/26 has been the introduction of temporary measures in relation to fire safety procedures at a few of the high-rise blocks, referred to as 'waking watch'. Longer term plans are under consideration for the LPS blocks (as outlined in the options paper being presented on this agenda), the with required capital investment forming part of future budget papers where reasonable estimates can be made.
- 8.5 The recent Government spending review announced a long-term rent policy whereby social rented landlords will be able to increase by CPI+1% for the next ten years and consultation to commence on rent convergence. The 2025/26 Medium Term Financial Strategy assumed an increase of CPI+1% for the next 5 years only, therefore the move to a CPI+1% model will have a positive impact on HRA finances over the longer term.

- 8.6 The capital plan for the HRA is split into two main areas in investment, this being improving the quality, safety, and energy efficiency of council homes and in new housing supply. Investment in existing stock is funded from direct revenue funding from tenants' rents (including associated rent rebates) and HRA borrowing that is supported by tenants' rents over a longer period. Whilst investment in new supply is mainly funded from retained capital receipts (including Right to Buy sales and commuted sums), grant funding and HRA borrowing.
- 8.7 The HRA capital investment programme for 2025/26 to 2029/30 will be informed by the most recent stock condition review and survey as well as the existing and emerging priorities of the HRA Asset Management Strategy. Key considerations will include improving the safety and quality of homes and ensuring regulatory compliance is met. This includes working in consultation with external bodies such as the Regulator of Social Housing and East Sussex Fire and Rescue Authority, as well as tenants and leaseholders to inform the planned and major works strategy. Investment will also continue in carbon reduction initiatives to support the city's commitment of becoming carbon neutral by 2030.
- 8.8 The HRA continues to look at the range of initiatives it has to deliver additional housing and meet the commitment to deliver new affordable council homes. These initiatives include the New Homes for Neighbourhoods Programme, Home Purchase Scheme, Converting Spaces programmes and the Homes for the City of Brighton & Hove Joint Venture.
- 8.9 Work will continue through 2025/26 to deliver housing supply pipeline schemes. The Home Purchase Scheme will continue to explore opportunities to buy back ex-right-to-buy properties, whilst the extended Home Purchase Scheme will look at off the shelf purchase opportunities to increase the supply of affordable housing within the HRA.

9. SCHOOLS BUDGETS AND FUNDING

- 9.1 The Dedicated Schools Grant (DSG) is a ring-fenced grant that provides funding for Schools, Academies, Early Years, Special Educational Needs and a small number of allowable Central items. The DSG is allocated to schools and academies on the basis of a National Funding Formula (NFF) primarily driven by pupil numbers.
- 9.2 Similarly to the HRA, the development and setting of schools' budgets follows a separate process involving statutory consultation and oversight of the Schools Forum. However, there are links with the General Fund budget setting process as General Fund budget proposals and savings can potentially impact schools and vice versa.
- 9.3 Announcements regarding the 2026/27 Dedicated School Grant (DSG) allocation are expected in July 2025. No detailed information is available regarding this, other than the high level government announcements in the June 2025 Spending Review that the core schools budget would go up by 0.4% in real terms on average over the next three years and that a transformation fund will deliver £760m nationally to reform the SEND system (a new white paper is due to be published in autumn 2025). Therefore, an overview and update of the 2025/26 budget position is provided below.

- 9.4 The Dedicated Schools Grant (DSG) is divided into four blocks – the Schools Block, the High Needs Block (HNB), the Central School Services Block (which allocates funding to local authorities for their ongoing responsibilities towards both maintained schools and academies), and the Early Years Block. Each of the four blocks of the DSG are determined by separate national funding formulae (NFF).
- 9.5 In March 2025, the Department for Education (DfE) announced the updated DSG funding settlement for the 2025/26 financial year. This is set out in the table below, together with a comparison to 2024/25.

Financial Year	Schools Block £'000	Central School Services Block £'000	High Needs Block £'000	Early Years Block £'000	Total DSG £'000
2025/26	176,362	2,316	41,979	41,079	261,736
2024/25	165,039	2,091	39,332	27,351	233,813
Increase	11,323	225	2,647	13,728	27,923

- 9.6 Whilst funding allocations across all blocks have increased in 2025/26 it is difficult to draw direct comparisons with the prior year due to changes in accounting arrangements, particularly within the Schools Block. For 2025/26, a number of former specific grants are being rolled into core Schools block funding (these equated to approximately £9.4m in 2024/25) meaning the true increase in Schools block funding is significantly lower than the £11.323m shown in the table above.

Schools Block – Base 2025/26 Allocations

- 9.7 As set out above, there are significant presentational changes to the way mainstream schools are being allocated funding in 2025/26. Once these changes are allowed for, the level of increase in funding to schools is estimated to only be between 0.5% and 1% for 2025/26. As funding to schools is pupil-led, schools with falling rolls are in a very challenging financial position in for 2025/26, in the context of unavoidable cost pressures such as pay award increases that are not fully funded. The government has recently announced additional in-year grant funding to schools to support with the pay award costs however schools will be expected to find approximately 1% through improved productivity and smarter spending.
- 9.8 Furthermore, the core 2025/26 DSG settlement included no funding for the increase in Employers' National Insurance contributions from April 2025. For schools and other areas within the DSG, additional in-year grant funding has been announced by government to compensate for the increase in costs, but it is estimated that this grant will only cover 80% of the cost increase.
- 9.9 It should be noted that the Schools Block pupil numbers have decreased from 28,972 in October 2023 to 28,545 in October 2024. This is a reduction of 427 pupils and equates to an overall loss of DSG Schools Block funding to the local authority of c. £2.03m.

Updated School Balances Position

- 9.10 School balances at the end of 2024/25 are a net deficit of £2.623m, a reduction of £2.904m from the £0.281m net surplus balance at the end of 2023/24. This is a key indicator of the financial challenges being experienced.

Schools Balances	Nursery £'000	Primary £'000	Secondary £'000	Special £'000	Total £'000
Final 2023/24 balances	24	-1,143	2,048	-648	281
Final 2024/25 balances	163	-2,665	-395	274	-2,623
Movement	139	-1,522	-2,443	922	-2,904

Final School Budget Plans and Licensed Deficits 2025/26

- 9.11 Final school budget plans for 2025/26 are submitted during summer term 2025 and these will incorporate final balances from 2024/25. It is likely that due to the worsening financial position in schools the level of required licensed deficits will increase for 2025/26.
- 9.12 At the time of compiling this report, based on final budget plans and allowing for the impact of the higher than anticipated pay awards and additional government grant funding (referred to in paragraph 9.7) the school balances position at the end of 2025/26 is estimated to be a net deficit of £6 million. Detailed work is ongoing with schools to ensure appropriate measures and steps are being implemented to bring school budgets back to a balanced position in future years.

Dedicated Schools Grant (DSG)

- 9.13 The Central DSG is comprised of the High Needs Block, the Central School Services Block and the Early Years Block. The outturn position of the 2024/25 central Dedicated Schools Grant was an overspend of £0.680m.
- 9.14 Currently, the government is providing legislation known as the Statutory Override facility that means any deficit associated with the Central DSG is excluded from the council's general fund financial position at the end of a financial year. The regulations require the negative balance (central DSG deficit of £0.680m) is held in an unusable reserve which remains there for the lifetime of the regulations. The override facility that was due to expire in March 2026 has now been extended until the end of the 2027/28 financial year.
- 9.15 The DSG conditions of grant set out that any local authority with an overall deficit on its central DSG account at the end of the financial year must be able to present a plan to the DfE and cooperate in handling that situation by:
- providing information, as and when requested by the DfE about its plans for managing its DSG account in the 2025/26 financial year and subsequently
 - providing information, as and when requested by the DfE about pressures and potential mitigations on its high needs budget
 - meeting with DfE officials, as and when they request to discuss the local authority's plans and financial situation
 - account and plans for handling it, including high needs pressures and potential mitigations

- 9.16 An initial plan showing the projected position for 2025/26 and 2026/27 has been compiled. This shows a potential cumulative overspend on the Central DSG of approximately £4.9m by the end of 2026/27.

High Needs Block

- 9.17 The headline allocation of High Needs Block funding for 2025/26 is shown in the table in paragraph 9.5 above. The government increase in funding of c. £2.6m (6%) is below the demand and cost pressures the council is experiencing. Despite the increase in funding in 2025/26 it is projected that there will be an in year deficit in the high needs block of approximately £1.4m.
- 9.17 The council continues to seek to provide additional local specialist provision linked to the SEN Sufficiency Strategy. Furthermore, there has been additional investment in the council's schools through increases in the direct SEN support funding including to secondary schools for tier 1 and tier 2 alternative provision and more funding to primary schools for Inclusion Intervention spaces however, costs associated with the establishment of these provisions are high.

Early Years Block

- 9.18 There are further extensions to free entitlement in 2025/26 resulting in a large increase to Early Years Block funding. For 2025/26 the main early years entitlements are:
- the 15 hours entitlement for eligible working parents of children from nine months;
 - the 15 hours entitlement for disadvantaged two-year-olds;
 - the universal 15 hours entitlement for all three and four-year-olds;
 - the additional 15 hours entitlement for eligible working parents of three and four-year-olds.
 - the additional (expanded) 15 hours entitlement for eligible working parents of children from the age of nine months from September 2025
- 9.19 Government funding rates increased for 2025/26 and there is a requirement for the local authority to pass on a minimum of 95% Early Years Block funding to providers. It is anticipated that the Early Years Block will be in breakeven position in the 2025/26 financial year.

10. BUDGET DEVELOPMENT TIMETABLE

- 10.1 The indicative timetable for developing and approving the 2026/27 budget and MTFs is given below. The timetable is in outline only and does not include all aspects of member involvement or wider consultation that will normally need to be undertaken with staff, unions, partners, service users and residents.

General Fund Budget Planning Timetable		
Date	Who	What
17 July 2025	Cabinet	General Fund Budget Planning & Resources Update 2026/27 to 2029/30
July – Oct	CLT	Develops Medium Term service and financial plans including the workstreams set out in this report

General Fund Budget Planning Timetable		
Date	Who	What
		(paras Error! Reference source not found. and 3.10) and budget proposals to address budget gaps for 2026/27 to 2029/30 alongside developing Equalities Impact Assessments
Late Sept/early Oct	Government	Local Government Finance Policy Statement expected
16 Oct 2025	Cabinet	TBM month 5 (August)
Late Oct	Government	Autumn Budget announcement
Nov/Dec	CLT	Consultation process begins on draft 2026/27 proposals including staff, Trade Unions, partners & residents
Late Nov/early Dec	Government	Provisional Local Government Finance Settlement 2026/27
11 Dec 2025	Cabinet	(1) General Fund Budget Planning & Resources Update 2026/27 to 2029/30 (2 nd update to include 1 st draft of savings proposals) (2) TBM Month 7 (October)
22 Jan 2026	Cabinet	Council Tax and Business Rates Tax Base report [Legal requirement]
February 2026	Government	Final Local Government Financial Settlement 2026/27
12 Feb 2026	Cabinet	(1) 2026/27 General Fund and HRA Revenue & Capital Budget reports including the Capital and Treasury Management strategies. (2) TBM month 9 (December).
26 Feb 2026	Budget Council	Approval of the 2026/27 General Fund and HRA Revenue & Capital Budget including the Capital and Treasury Management strategies.

11. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 11.1. The setting of the General Fund budget in February allows all parties to engage in the examination of budget proposals and put forward viable alternative budget and council tax proposals, including amendments, to Budget Council on 26 February 2026. Budget Council has the opportunity to debate the proposals put forward by the Cabinet at the same time as any viable alternative proposals.

12. COMMUNITY ENGAGEMENT AND CONSULTATION

- 12.1. This report will be shared widely with key stakeholders and partners as it signals to all parties the anticipated financial challenge facing the council for next year and beyond, notwithstanding the imperfect funding information available at this stage.
- 12.2. Whilst no specific consultation has been undertaken in relation to this report, the development of the council's budget and future plans is a major

undertaking and proposals can affect a wide range of services and therefore have impacts on residents, businesses, visitors and staff. Appropriate and necessary statutory consultation and engagement will need to be undertaken with residents, service users, staff, unions, partners, business representatives and the community and voluntary sector.

- 12.3. Detailed consultation and engagement plans will be put in place over coming weeks and months. In advance of any proposals coming forward for Cabinet in December 2025 as well as February 2025 for full Council approval. However, consultation and engagement is expected to include the following:

General Information

- 12.4. General information and advice about the council's budget will continue to be provided through the council's website which provides information and infographics on how money is spent on services, where the money comes from, the council's capital and transformation investment plans, and a summary of the financial challenges ahead. These materials will continue to be promoted through various media and communications throughout the budget setting period.

12.5. Community and Resident Engagement

- 12.6. Engagement with residents and the community is an important part of understanding residents' priorities for spending the council's budget within the challenging resource limitations experienced by local government for many years. In previous years, including during the lead up to the 2025/26 budget process, the council has undertaken a range of methods of consultation. This has included utilising a budget simulator model and undertaking public budget engagement events. This has helped to capture residents views on priorities of spending to help inform members' decision-making.
- 12.7. A plan for consulting with the community and residents will be developed and included in the budget setting timeline. Any events or consultation platforms will be advertised on the council's website.

City Partners

- 12.8. Information will also be shared with City Partners through the City Management Board and other channels. In particular, the council continues to engage fully with the NHS Sussex Integrated Care System to ensure that the budget processes of the two organisations are aligned and communicated as far as practicably possible although this presents challenges as NHS funding announcements are normally announced much later than Local Government, often close to or even after the start of the next financial year.

Business Engagement

- 12.9. There is ongoing liaison and discussion with the Economic Partnership that covers potential funding sources and bids, city regeneration, economic growth, employment and apprenticeship strategies. Officers of the council and members of the Administration meet periodically with representatives of the Chamber of Commerce and B&H Economic Partnership to discuss the council's high-level plans and over-arching budget situation.

Schools Community

- 12.10. The Schools Forum, a consultative body attended by representatives of all school phases, will primarily focus on the allocation of the ring-fenced Dedicated Schools Grant (DSG) funding across the relevant budget 'blocks' but will also be periodically informed about the General Fund budget position and proposed changes to council services where these may have implications for schools.

Third Sector Engagement

- 12.11. A key stakeholder is the Community & Voluntary Sector, and communications and meetings with representatives of the sector will therefore be planned to provide them with an opportunity to feedback their views to the council and members as budget proposals develop.

Staff and Union Engagement

- 12.12. Consultation and engagement with staff and unions is also very important. The scale of financial challenge indicates further significant impacts on the configuration and/or provision of services which will inevitably entail staffing changes. Meetings with the council's recognised unions, including appropriate officers and members of the Administration, will be scheduled regularly to keep unions abreast of developing proposals and to ensure they have sight of where support to their memberships may be required. The council's Joint Staff Consultation Forum will continue to provide a formal setting for sharing and raising matters relating to the overall budget process and development.
- 12.13. Later in the process, detailed proposals will be shared with affected staff ahead of formal publication of budget proposals through Departmental Consultative Groups (DCGs) and through line management. Formal consultation and engagement with directly affected staff will be undertaken as normal, including relevant union representation, under the council's Organisation Change Management Framework.
- 12.14. Wider staff engagement will be provided through 'In conversation' sessions with the Chief Executive and through directorate consultation and engagement event. Further updates and communications for staff will be provided via the council's intranet, corporate email broadcasts and the Chief Executive's communications.

Specific Consultation

- 12.15. As budget proposals are explored and developed over the coming weeks and months, it is recognised that specific consultation may be required for individual proposals as they emerge. CLT and DLTs will consider the impact and timing of any specific consultation requirements as proposals are developed.

13. Financial Implications:

- 13.1. The financial implications are contained in the body and appendices of this report.

Finance Officer consulted: Haley Woollard

Date: 30/06/25

14. Legal Implications:

- 14.1. The process of formulating a plan or strategy for the council's revenue and capital budgets falls within the Allocation of Responsibilities for Functions for the Cabinet under Part 2E of the constitution.
- 14.2. This report complies with the Council's process for developing the budget framework, in accordance with the Council's Budget and Policy Framework Procedure Rules as set out in Part 3D of the Constitution.

Lawyer consulted: Elizabeth Culbert

Date: 02/07/25

15. Equalities Implications:

- 15.1. For any significant budget changes proposed in 2026/27, it is proposed to use the council's well-established screening process to develop Equality Impact Assessments (EIAs). Key stakeholders and groups will be engaged in developing EIAs but it will also be important to consider how members, partners, staff and unions can be kept informed of EIA development and the screening process. In addition, where possible and proportionate to the decision being taken, there may be a need to assess the cumulative impact of the council's decision-making on individuals and groups affected in the light of funding pressures across the public and/or third sectors. The process will ensure that consideration is given to the economic impact of proposals.

16. Sustainability Implications

- 16.1. The council's revenue and capital budgets will be developed with sustainability as an important consideration to ensure that, wherever possible, proposals can contribute to reducing environmental impacts and support progress toward a carbon-neutral city.

17. Health and Well-being Implications

- 17.1. The council's budget includes very substantial provision for expenditure on Adult and Children's Social Care, Public Health, Housing and Homelessness, Welfare Assistance (for example the Council Tax Reduction Scheme), Education and Skills, and many other essential services that support vulnerable people and children, and households on low incomes or experiencing homelessness. These services contribute significantly to the health and well-being of thousands of residents and the wider population, upholding the council's priority to support 'A healthy city where people thrive' and engender 'A fair and inclusive city'.

18. Other Implications

Risk and Opportunity Management Implications:

- 18.1. There are a range of risks relating to the council's short and medium term budget strategy including the ongoing economic impact of the higher inflationary environment, the impact of the cost-of-living crisis, further potential reductions in grant funding, the impact of legislative changes, and/or other changes in demands. The budget process will normally include recognition of these risks and identify potential options for their mitigation. In the current financial climate, the level of risk that the council may be prepared to carry is likely to be higher than in normal

circumstances. An indication of potential risks and sensitivities will be presented in the December 2025 report.

19. Conclusion

- 19.1. The council is under a statutory duty to set its budget and council tax before 11 March each year. This report sets out information on projected costs, investments and resources for 2026/27 to 2029/30. It also provides an outline timetable for considering options to develop the 2026/27 annual budget and address future budget shortfalls identified in the current MTFS.

Supporting Documentation

Appendices

1. Updated Medium Term Financial Assumptions and Projections

MEDIUM TERM FINANCIAL STRATEGY TABLES

Core Planning Assumptions

The table below sets out the core planning assumptions included in the MTFs projections:

	2025/26	2026/27	2027/28	2028/29	2029/30
Pay inflation and pay related matters:					
- Provision for pay award	2.75%	2.75%	2.50%	2.50%	2.50%
- Employers pension contribution rate change	0.00%	0.00%	0.00%	0.00%	0.00%
General inflation:					
- Inflation on social care third party payments	3.00%	2.50%	2.50%	2.50%	2.50%
- Inflation on non-pay expenditure	1.00% - 3.00%	1.00% - 3.00%	1.00% - 3.00%	1.00% - 3.00%	1.00% - 3.00%
- Inflation on waste PFI	3.50%	3.50%	3.50%	3.50%	3.50%
- Inflation on income	3.00%	3.00%	3.00%	2.50%	2.50%
- Inflation on parking income	3.00%	3.00%	3.00%	2.50%	2.50%
- Inflation on penalty charge notices	0.00%	0.00%	0.00%	0.00%	0.00%
Resources:					
Change to Revenue Support Grant (RSG)	1.65%	1.63%	1.64%	1.98%	1.98%
Business rates poundage inflation uplift	1.65%	1.63%	1.64%	1.98%	1.98%
Assumed council tax threshold increase	2.99%	2.99%	2.99%	2.99%	2.99%
Adult Social Care Precept	2.00%	2.00%	2.00%	2.00%	2.00%
Council Tax Base	1.50%*	0.87%	0.86%	0.61%	0.61%

*Included the introduction of Second Homes Premium which is equivalent to a 0.9% increase in the tax base

Summary of MTFS projections

The table below sets out the savings /budget gap, taking into account the anticipated expenditure over the MTFS period and the funding resources available:

Medium Term Financial Strategy 2026 to 2030	2026/27	2027/28	2028/29	2029/30
	£m	£m	£m	£m
Net Budget Requirement B/Fwd	264.819	281.739	295.585	309.843
Remove net one off short term funding and expenditure	0.000	0.000	0.000	0.000
Net Budget Requirement B/Fwd	264.819	281.739	295.585	309.843
Standard Pay and Inflation – Expenditure	12.724	12.682	12.965	13.421
Standard Inflation - Income	(3.210)	(3.550)	(3.123)	(3.202)
Demographic and inflationary pressures in Adult Social Care including Adult Learning Disabilities	9.003	12.644	13.480	14.320
Demographic and inflationary pressures for Children’s disability, Children in Care, and Care Leavers	4.680	1.477	1.543	1.385
Temporary Accommodation and Rough Sleepers - cost and demand pressures	12.058	1.100	1.762	1.650
Home to School Transport - cost and demand pressures	1.285	0.689	0.769	0.849
Estimated loss of funding from Fair Funding Reform	6.000	2.500	6.000	0.000
Income Pressure: New England House	1.200	0.000	0.000	0.000
Housing Benefit Subsidy Shortfall	0.400	0.000	0.000	0.000
All other pressures across council services	4.314	5.478	0.778	1.486
Commitment - Change in contributions to/from reserves	3.015	(1.125)	0.000	0.000
Commitment - Change in financing Costs	1.579	0.115	(0.054)	0.133
Commitment - Pay award 2025/26 above 2.75% inflation assumption	0.827	0.000	0.000	0.000
Commitment - impact of previous decisions, grant changes and assumptions	2.810	2.488	(0.394)	0.250
Budget Gap (Savings Requirement)	(39.765)	(20.652)	(19.468)	(15.273)
Budget Requirement C/Fwd	281.739	295.585	309.843	324.862

Funded by:				
Revenue Support Grant	8.932	9.078	9.258	9.441
Locally retained Business Rates	63.507	64.862	66.468	68.114
Collection Fund position	0.000	0.000	0.000	0.000
Council Tax including Adult Social Care Precept	209.300	221.645	234.117	247.307
Total Funding	281.739	295.585	309.843	324.862

Brighton & Hove City Council

Overview & Scrutiny

Agenda Item 16

Subject: Mental Health Services S75 Agreement

Date of meeting: 15th September 2025

Report of: Chair of People Overview & Scrutiny

Contact Officer: Name: Luke Proudfoot
Email: luke.proudfoot@brighton-hove.gov.uk

Ward(s) affected: All

Key Decision: No

1. Purpose of the report and policy context

- 1.1 This report to People Overview & Scrutiny Committee is to update members on the proposed renewal of the Section 75 agreement for mental health services between Brighton & Hove City Council and Sussex Partnership NHS Foundation Trust.

2. Recommendations

- 2.1 People Overview & Scrutiny Committee are recommended to note the contents of the report including the recommendation to renew the s75 agreement for a further three years.

3. Context and background information

- 3.1 Section 75 of the NHS Act 2006 allows partners (NHS bodies and councils) to contribute to a common fund which can be used to commission health or social care-related services. This power allows a local authority to commission health services and NHS commissioners to commission social care. It enables joint commissioning and commissioning of integrated services.
- 3.2 This enables NHS bodies to carry out local authorities' health-related functions together with their NHS functions and local authorities to carry out NHS functions together with their local authority health-related functions.
- 3.3 It also allows NHS bodies and local authorities to establish and run a pooled fund which is made up of contributions by the partners, and out of which payments may be made towards carrying out the functions that are within the scope of the arrangements.
- 3.4 Such arrangements can only be formed if they are likely to lead to an improvement in the way in which the functions are exercised.

- 3.5 Integrated Care Systems (ICSs) represent one of the most significant structural reforms to the NHS in the past decade. With their aim of unifying health strategies across once fragmented regional health bodies, they hope to improve the efficiency, quality and delivery of healthcare services.
- 3.6 The s75 agreement between Brighton & Hove City Council and Sussex Partnership Foundation Trust has been in place for over twenty-three years and has meant Social Care staff have been co-located within the Trust to deliver its statutory duties.
- 3.7 The s75 agreement serves as a significant tool in achieving the ICS ambition to transform adults and older adults' community mental health services and reduce health inequalities.
- 3.8 This agreement contributes to the improvement in mental health and wellbeing and should result in easier access to a more responsive mental health service, in line with the strategic intent of other initiatives such as the Brighton & Hove Joint Health & Well Being Strategy and the Sussex Health & Care Partnership Shared Delivery Plan.
- 3.9 The current s75 agreement reflects integrated arrangements for the delivery of community mental health services across the city. Following the most recent review in 2022, the risk-share between the local authority and the NHS within the council's Community Care Budget was removed. Since then, the council has retained sole responsibility for the governance and management of that budget for assessing and commissioning care and support under the Care Act 2014. The council also put in place its own management of those Care Act statutory responsibilities. What the s75 Agreement preserves are the integrated working arrangements between NHS and Council staff within single teams, including joint funding arrangements for some elements of the workforce. This agreement is scheduled for renewal in October 2025, and it is proposed that this agreement be extended for an additional three years.
- 3.10 The attached appendices 1-12 set out the proposed s75 agreement and schedules between Brighton & Hove City Council and Sussex Partnership Foundation Trust.
- 3.11 Annual reviews of the schedules are conducted by Sussex Partnership Foundation Trust and Brighton & Hove City Council to ensure that they accurately reflect organisational changes.
- 3.12 The increasing demands placed on both Sussex Partnership NHS Foundation Trust and Brighton & Hove City Council are regularly assessed and reviewed, with appropriate actions taken to address them.
- 3.13 Staffing recharges are reviewed periodically, and future funding for positions is considered when vacancies arise.
- 3.14 There are many benefits to the s75 agreement including:

- Joined-up care - s75 agreements enable seamless coordination between health and social care, reducing duplication and fragmentation.
 - Shared goals - partners can align priorities and work toward common outcomes for patients and service users.
 - Better value for money - joint planning can lead to cost savings and more targeted investment in prevention and early intervention.
 - Person-centered care - services are designed around the needs of individuals rather than organisational boundaries.
 - Continuity of care - patients experience smoother transitions between services, especially important for those with complex or long-term mental health conditions.
 - Supports national policy – s75 align with government ambitions to deliver more integrated, community-based care.
- 3.15 As well as these benefits there are also challenges faced with this s75 agreement including:
- Governance and Accountability – ambiguity in responsibility boundaries.
 - Financial and Budgetary Issues – complexity in the staff recharging processes.
 - Dependence on Local Leadership – the success of s75 agreements often relies on strong personal relationships and effective leadership.
 - Development of Neighbourhood Mental Health Teams – BHCC management and staffing resources will need to be reorganised to effectively support the development of NMHTs.
 - Demand – increasing requirements for statutory work is leading to a growing waiting list, which poses a risk to Brighton and Hove City Council.
- 4. Analysis and consideration of alternative options**
- 4.1 None specifically for this scrutiny report.
- 5. Community engagement and consultation**
- 5.1 None specifically for this scrutiny report.
- 6. Financial implications**
- 6.1 The Section 75 pooled budget for Mental Health Services is £29,757 in total for 2025/26 (£28.806m in 2024/25). This includes a contribution of £8.314m from Brighton & Hove ICB and £21.443m This comes from the 'Summary'

from Brighton & Hove City Council. Currently the Section 75 partnership arrangement for Mental Health contains a financial 'risk share' clause which has determined that the partners will share any overspend risk 50/50 up to a cap of £0.250m after which the commissioners (BHCC and the ICB) would be required to agree how to fund any additional overspend.

Name of finance officer consulted: Jane Stockton Date consulted:
05/09/2025

7. Legal implications

- 7.1 The purpose, benefits and statutory basis for a Section 75 Agreement pursuant to the NHS Act 2006 are contained within the body of the report. The recommendations of the Overview & Scrutiny Committee will be taken into account by the decision maker, when the decision on whether to renew the s75 Agreement will be made.

Name of lawyer consulted: Elizabeth Culbert Date consulted: 05/09/25

8. Equalities implications

- 8.1 None specifically for this scrutiny report.

9. Sustainability implications

- 9.1 None specifically for this scrutiny report.

10. Health and Wellbeing Implications:

- 10.1 None specifically for this scrutiny report. However, there will be significant health and wellbeing implications as of any decision on a s75 agreement on mental health services.

Other Implications

11. Procurement implications

- 11.1 None specifically for this scrutiny report.

12. Crime & disorder implications:

- 12.1 None specifically for this scrutiny report.

13. Conclusion

- 13.1 The report and attached appendices set out details of the proposed renewal of the s75 agreement between Brighton & Hove City Council and Sussex Partnership Foundation Trust.

- 13.2 People Overview & Scrutiny Committee members are recommended to note the contents of the report including the recommendation to renew the s75 agreement for a further three years.

Supporting Documentation

1. Appendices

1. Appendix 1 - Section 75 Agreement July 2025
2. Appendix 2 - Schedule 1 – Introduction & Aims and Objectives
3. Appendix 3 - Schedule 2 – Local Performance Indicators
4. Appendix 4 - Schedule 3 – Premises and Support Services
5. Appendix 5 - Schedule 4 – Terms of Reference for the Joint Management Group
6. Appendix 6 - Schedule 5 – Financial Contributions
7. Appendix 7 - Schedule 6 – Staff Posts Allocated to the Arrangements
8. Appendix 8 - Schedule 7 – Joint Secondment Agreement
9. Appendix 9 - Schedule 8 – Joint HR Protocol for the Management of Staff
10. Appendix 10 - Schedule 9 – Joint Management of Change and Redundancy Policy
11. Appendix 11 - Schedule 10 – Safe & Effective Practice
12. Appendix 12 - Schedule 11 – Terms of Reference for the Joint Operational Group
13. Appendix 13 - Mental Health Services s75 Agreement PowerPoint presentation



BRIGHTON & HOVE CITY COUNCIL
and
SUSSEX PARTNERSHIP NHS FOUNDATION TRUST

Agreement
relating to the provision of mental health for persons over the age
of 18
Section 75 National Health Service Act 2006

Legal Services
Hove Town Hall, Norton Road, Hove, BN3 3BQ

(Legal Ref: AS701.1966)

Index

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s.75 Agreement

No	Document	Date	Page
1	s.75 Agreement		4-25

Schedule 1

No	Document	Date	Page
1	Schedule 1 - Introduction & Aims and Objectives		26-28

Schedule 2

No	Document	Date	Page
1	Schedule 2 - Local Performance Indicators		29-30

Schedule 3

No	Document	Date	Page
1	Schedule 3 - Premises and Support Services		31-32

Schedule 4

No	Document	Date	Page
1	Schedule 4 - Joint Management Group		33-35

Schedule 5

No	Document	Date	Page
1	Schedule 5 - Financial Contributions		36-36

Schedule 6

No	Document	Date	Page
1	Schedule 6 - Staff Posts Allocated to the Arrangements		37-41

Schedule 7

No	Document	Date	Page
1	Schedule 7 - Co-Located Staff		42-44

Commented [RD2]: Now called - Joint Management of s75 staff

Schedule 8

No	Document	Date	Page
1	Schedule 8 - Joint HR Protocol for the Management of Staff		45-55
2	Appendix 1 - Management of Staff		56-61

Commented [RD3]: Now called - Joint HR Protocol for the Management of s75 staff

Schedule 9

No	Document	Date	Page
1	Schedule 9 - Joint Management of Change and Redundancy Policy		62-71

Commented [RD4]: Now called Joint Management of Change and Redundancy Policy for s75 staff

Schedule 10

No	Document	Date	Page
1	Schedule 10 - Safe & Effective Practice		72-83

Schedule 11

No	Document	Date	Page
1	Schedule 11 - Joint Operational Group		84-85

BRIGHTON & HOVE CITY COUNCIL
and
SUSSEX PARTNERSHIP NHS FOUNDATION TRUST
AGREEMENT RELATING TO
THE PROVISION OF MENTAL HEALTH
FOR PERSONS OVER THE AGE OF 18
Section 75 National Health Service Act 2006

CONTENTS	PAGE
1. Background	3
2. Aims and Objectives	3
3. Interpretation	3
4. Term	6
5. Exercise of Functions	7
6. Staff	7
7. Obligations and liabilities in connection with employment	9
8. Governance	10
9. Community engagement, consultation and communication	11
10. Funding of the Services	12
11. Other Resources	12
12. Accounting and Reporting Requirements	13
13. Indemnity and Insurance	14
14. Data Protection and Freedom of Information	15
15. Termination	16
16. Variation	17
17. Disputes	17
18. Exclusion of Partnership and Agency	18
19. Assignment and Sub-Agreements	18
20. Rights of Third Parties	18
21. Quality Control	19
22. Complaints	19
23. Notices	19
24. Entire Agreement	20
25. Governing Law	20
26. Counterparts	20

SCHEDULE 1 – Introduction & Aims and Objectives

SCHEDULE 2 – Local Performance Indicators

SCHEDULE 3 – Premises and Support Services

SCHEDULE 4 – Joint Management Group

SCHEDULE 5 – Financial Contributions

SCHEDULE 6 – Staff posts allocated to the Arrangements

SCHEDULE 7 – Joint Management of Co-located Staff

SCHEDULE 8 – Joint HR Protocol for Management of Staff

SCHEDULE 9 – Joint Management of Change and Redundancy Policy

SCHEDULE 10 – Safe and Effective Practice

SCHEDULE 11 – Joint Operational Group

Commented [RD5]: Joint Management of s75 staff

Commented [RD6]: Joint HR Protocol for the Management of s75 staff

Commented [RD7]: Joint Management of Change and Redundancy Policy for s75 staff

THIS AGREEMENT BY DEED IS MADE ON THE DATE ON WHICH THE SEAL OF BRIGHTON & HOVE CITY COUNCIL IS APPLIED.

Between

- (1) BRIGHTON & HOVE CITY COUNCIL (the "Council"); and
- (2) SUSSEX PARTNERSHIP NHS FOUNDATION TRUST (the "Trust"),

each a "Party" or "Partner" to this Agreement.

1. Background

- (A) NHS Sussex is the lead commissioner for mental health and dementia services in Brighton and Hove.
- (B) Prior to the Commencement Date, the Services were provided by the Parties on an integrated basis pursuant to a Section 75 Agreement which commenced on 1 July 2019 and was extended on two occasions so that it expired on 31 October 2022.
- (C) The Parties are entering into this Agreement in exercise of the powers referred to in Section 75 of the National Health Service Act 2006.
- (D) Under the terms of this Agreement the Council will delegate the Council Functions to the Trust to enable the Trust to carry out these functions in conjunction with the NHS Functions.

Commented [RD8]: three

Commented [RD9]: 31 October 2025

Commented [RD10]: Should be replaced with - Under the terms of this Agreement the Council will co-locate Social Care staff to the Trust and delegated duties as set out in Schedule 10 will be carried out between the Council and the Trust.

It is hereby agreed between the parties:

2. Aims and Objectives

- 2.1. The aims and objectives of the Partners in entering into these Arrangements are set out in Schedule 1.

3. Interpretation

- 3.1. In this Agreement the following expressions shall have the following meanings:

"Adult Mental Health Services Client Group" means persons between the ages of 18 and 70 (inclusive) with mental health needs for whom the Council is responsible or for whom the Trust is responsible

"Approved Mental Health Professional" means a professional approved by a local social services authority pursuant to s114 of the Mental Health Act 1983;

"Arrangements" shall mean the arrangements set out in paragraph D of clause 1;

"Client Groups" means the Adult Mental Health Services Client Group and the Specialist Older Adults Mental Health Services Client Group, and the term "Client Group" shall be construed accordingly;

"Commencement Date" means the 1st day of November 2022

Commented [RD11]: 1st of November 2025

"Council" means Brighton & Hove City Council;

"Council Contributions" means the financial contributions paid by the Council for provision by the Trust of the Services;

"Council Functions" means the social care functions of the Council specified in Regulation 6 of the Regulations to the extent that they relate to the provision of services to the Adult Mental Health Client Group and the Specialist Older Adults Mental Health Services Client Group;

"Council Staff" means those staff of the Council employed or engaged in the provision of the Services;

"Data Protection Legislation" means (i) the Data Protection Act 2018, (ii) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, (iii) any codes of practice or guidance issued by the Supervisory Authority, from time to time; and (iv) any successor legislation to the Data Protection Act 2018 and the GDPR;

"Data Sharing Agreement" means the agreement referred to at clause 14.2 which sets out the terms for sharing Personal Data and/or Special Category Data by the Parties;

"Employment Liabilities" means without limitation any and all costs, claims, fines, liabilities or expenses however arising from:

- (a) the employment of any persons;
- (b) the termination of such employment;
- (c) the termination of any collective agreement;
- (d) any dispute whether or not the subject of litigation in any court or tribunal which relates to such employment or collective agreement or their termination;

"Functions" means the Council Functions and the NHS Functions;

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance issued by the Information Commissioner or relevant government department in relation to such legislation;

"ICS" means Integrated Care Systems which are partnerships established pursuant to the Health & Care Act 2022;

"Joint Management Group" means the group established in accordance with clause 8 and Schedule 4;

"Joint Operational Group" means the group established in accordance with Schedule 11;

"NHS Functions" means the core duties that need to be fulfilled in order to prevent, diagnose and treat mental health problems.

"NHS Sussex ICB" means the statutory body that has taken over previous commissioning responsibilities of the NHS Clinical Commissioning Group;

"Notice" has the meaning given in clause 23;

"Partners" means the Council and the Trust;

"Previous Section 75 Agreements" means the agreements under section 75 NHS Act 2006 entered into by the Parties which commenced on 1 July 2019 relating to the provision of mental health and specialist health related learning disability services.

Commented [RD12]: Should be - 1st of November 2022

"Regulations" means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No 617 as amended;

"Services" means the services provided to the Client Groups in accordance with the functions delegated under this Agreement

"Social Workers" means those persons appointed and/or employed by the Council to perform social work duties who have attained or are working towards the Diploma of Social Work or equivalent;

"Specialist Older Adults Mental Health Services Client Group" means those persons aged 70 and over with mental disorder for whom the Council is responsible or for whom the Trust is responsible;

"Staff" means the Council Staff and/or the Trust Staff (as appropriate);

"Trust" means Sussex Partnership NHS Foundation Trust;

"Trust Staff" means those staff of the Trust employed or engaged in the provision of the Services;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

- 3.2. References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 3.3. The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.
- 3.4. References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.
- 3.5. References to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.
- 3.6. Reference to the Parties includes any statutory successors to any of their functions referenced under this Agreement.

4. Term

- 4.1. The Arrangements shall come into force on the Commencement Date and shall continue in force for an initial term of 3 years ("Term") unless:
 - (a) extended by agreement between the parties; or
 - (b) terminated earlier in accordance with clause 15
- 4.2. Any extension to the Term must be agreed by the Parties at least 6 months prior to the end of the Term and be evidenced by an exchange of letters between directors or other persons authorised under this Agreement.
- 4.3. From the Commencement Date, the Previous Section 75 Agreement is replaced by the provisions of this Agreement.

4.4. The Parties agree to review the Agreement annually following the Commencement Date and, consequent on each review, to vary the Agreement where appropriate and in accordance with clause 16.

5. Exercise of Functions

5.1. The Council delegates to the Trust the Council Functions for the provision of services to the Adult Mental Health Services Client Group and the Specialist Older Adults Mental Health Services Client Group; pursuant to section 75 of the National Health Service Act 2006.

5.2. The delegation in clause 5.1 does not include any powers or duties which the Council is not permitted by statute to delegate.

5.3. The Trust shall provide the Services in accordance with the NHS Functions and the delegated Council Functions and in accordance with the requirements of the Regulations.

5.4. The Services provided in accordance with the Council Functions will be provided subject to the national eligibility criteria under the Care Act 2014.

5.5. General service standards for the Arrangements will be set in accordance with locally applicable strategy and policy and legislation and guidance, and as may be agreed locally by the Trust and the Council.

5.6. The Parties will obtain the prior approval of the other to all new policies which affect respectively the Council or Trust Functions.

5.7. The Arrangements shall not affect:

- (a) the liabilities of the Partners to any third parties for the exercise of their respective functions and obligations;
- (b) powers or duties to recover charges for the provision of any services in the exercise of any local authority functions.

6. Staff

6.1. Staff will be co-located in accordance with Schedule 7 which, together with Schedules 8 and 9 the Parties agree to review and update within 12 months of any Commencement Date and at annual intervals following the first review.

- 6.2. The staffing of the Arrangements within the management structure and the roles of individual members of Staff shall be determined by the appropriate Party subject to the following provisions of this clause.
- 6.3. Trust and Council staff will continue to provide services and advice to each other across organisational boundaries.
- 6.4. Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group. Neither Party shall materially alter the number of staff carrying out the functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 6.5. Subject to clause 6.8, the Human Resources procedures applicable to Staff shall be those of their respective employer.
- 6.6. The Joint HR Protocol for the management of Staff working in connection with the Arrangements is set out in Schedule 8.
- 6.7. With effect from the Commencement Date the Parties agree to adopt the 'Joint Management of Change and Redundancy Policy' set out in Schedule 9, which shall be a policy applicable to the Staff of both Parties in the Services.
- 6.8. Where it is necessary for the purposes of either Partner's personnel procedures for a member of Staff of the other Partner to co-operate with the operation of such procedures, the relevant Partner shall use all reasonable endeavours to ensure that such co-operation is forthcoming.
- 6.9. The Trust and the Council will, respectively, fund, provide or make available to the Arrangements those job roles listed in Schedule 6 where shown as their individual responsibility.
- 6.10. All costs relating to the Staff co-located in connection with the Arrangements during the period which this Agreement is in force will be funded from the contributions set out in Schedule 5 (as updated annually following the first year of the Term) by reference to the particular Client Group in that Schedule to which those costs relate.
- 6.11. The recruitment process for all Staff (except for Approved Mental Health Professionals) will be carried, in accordance with the Joint HR Protocol for the Management of Staff in Schedule 8.

- 6.12. The Council shall appoint and employ all new or replacement Social Workers (including Approved Mental Health Professionals) in connection with the arrangements. These Staff are included within the job roles referred to in clause 6.10 and shall be seconded to the Trust. The Council shall appoint such number of Approved Mental Health Professionals as the Council shall require and such numbers of Social Workers (not being Approved Mental Health Professionals) as the Trust shall require.
- 6.13. For the avoidance of doubt, Approved Mental Health Professionals shall not be seconded to the trust for the purpose of performing functions excluded under the Regulations.
- 6.14. The Parties will ensure that all Staff continue to receive professional supervision and development and further training and education, from appropriately qualified and senior Staff either appointed by or seconded to the Trust or others employed by the Council or Trust in accordance with Schedules 7 and 10.
- 6.15. For the avoidance of doubt and in accordance Schedule 7 nothing in this Agreement will be construed or have effect as construing any relationship of employer or employee between the non-employing Partner and the member of Staff.

Commented [RD13]: Co-located and not seconded

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7. Obligations and Liability in connection with Employment

- 7.1. In the event that TUPE is determined by the Partners or by a court or other tribunal of competent jurisdiction to apply to either the Council Staff or the Trust Staff who are made available for the Service at any time before or after the termination or expiry of this Agreement or upon the early termination or variation of this Agreement, the Trust and the Council agree to comply with their obligations under TUPE and co-operate in a manner consistent with the principles of this Agreement and TUPE to determine the required financial contributions and other arrangements which are thereafter required by and from each Partner in order to meet the obligations which arise under TUPE and otherwise.
- 7.2. The Trust shall indemnify and keep the Council (and its contractors or agents) indemnified in respect of any and all Employment Liabilities incurred or payable in respect of Trust Staff (or Trust Staff so employed immediately prior to the Commencement Date or nominally employed and allocated to the Services during the continuation of the Agreement) which arise or are payable prior to, during or after the

termination of this Agreement save where the Employment Liabilities arise as a direct result of any act or omission by the Council (or its contractors or agents).

7.3. The Council shall indemnify and keep the Trust (and its contractors or agents) indemnified in respect of any and all Employment Liabilities incurred or payable in respect of Council Staff (or Council Staff so employed immediately prior to the Commencement Date or nominally employed and allocated to the Services during the continuation of the Agreement) which arise or are payable prior to, during or after the termination of this Agreement save where the Employment Liabilities arise as a direct result of any act or omission by the Trust (or its contractors or agents).

7.4. The Trust and the Council agree to review the indemnity arrangements set out in clauses 7.2 and 7.3 above from time to time and in any event within two years of the Commencement Date, including (without limitation) in the light of

- (a) any material changes to the staffing arrangements under this Agreement; and/or
- (b) either Partner considering that it is or is likely to become responsible for a disproportionate amount of Employment Liabilities in the provision of the Service.

7.5. Without prejudice to clause 7, the Partners acknowledge and agree it is their intention that upon the termination of this Agreement for any reason, each Partner shall resume direct management control and responsibility for all Employment Liabilities arising or payable in respect of any and all of their respective Staff engaged in the provision of the Services who were so employed by each of them immediately prior to the termination of the Agreement.

8. Governance

8.1. The Partners will comply with the principles and standards of corporate governance relevant to NHS Foundation Trusts and to local authorities including the Partners' respective standing orders and standing financial regulations.

8.2. It is the intention of the Partners that the Services provided to the Client Groups will be provided in a manner that is an integrated health and social care service.

8.3. A Joint Management Group is established under this Agreement and consists of representatives of the Partners as set out in Part 1 of Schedule 4.

- 8.4. Each Partner shall comply with its obligations in respect of the Joint Management Group as set out in Part 2 of Schedule 4.
- 8.5. Pursuant to clause 8.4 and Schedule 4, the Partners will report to the Joint Management Group on performance against national and Local Performance Indicators (Schedule 2) relevant to the Council Functions and the NHS Functions. In respect of all Client Groups the Trust shall manage the Services comprised in the Arrangements and shall be accountable to the Council for ensuring performance of the Council Functions included in the Arrangements.
- 8.6. The Council and the Trust shall establish and maintain effective processes for managing risk in connection with the Arrangements.
- 8.7. The Trust as a Foundation Trust will be subject to supervision by NHS England and inspection by the Care Quality Commission.
- 8.8. Both the Council and the Trust will fully co-operate where an inspection or investigation relating to any aspects of the services or budgets which come under the Arrangements is undertaken.
- 8.9. The Arrangements will be subject to the scrutiny of the Trust's internal and external auditors and the Council's internal and external auditors.
- 8.10. A Joint Operational Groups established under this Arrangement and consists of representatives of the Partners as set out in Part 1 of Schedule 11.
- 8.11. The Joint Operational Group will be responsible for the monitoring of the day-to-day functioning of this arrangement and will report directly into the Joint Management Group.
9. Community engagement, consultation and communication
 - 9.1. From the Commencement Date the Parties will retain their respective responsibilities for consultation in relation to the provision of the Services.
 - 9.2. The Parties will agree communications arrangements for communication with representatives of the media, Members of Parliament and the public generally as soon as possible and in any event within 30 working days of the Commencement Date. Where any act or omission of the Trust or the Council relating to the Services is likely to be or is the subject of media comment the parties will endeavour to consult each other prior to making any comment to the media or Member of Parliament.

10. Funding of the Services

- 10.1. The Council will determine the Council Contributions on an annual basis.
- 10.2. For the avoidance of doubt, any personal contributions payable by service users towards any services provided in accordance with the Council Functions will continue to be paid direct to the Council and are not included in the contributions made to the Trust.
- 10.3. The Trust shall ensure that payments made by the Council shall only be used in respect of the Services provided in accordance with the Council Functions.
- 10.4. The Trust will reimburse the Council for any part of any payment it receives from the Council Contributions that is not used in respect of the Services provided in accordance with the Council Functions.
- 10.5. Each Party will use its best endeavours to minimise any overspend of the Section 75 Budget as set out at Schedule 5.
- 10.6. Pursuant to clause 10.8, and where an end of year overspend in Council Contributions is forecast, the Parties will jointly implement a financial recovery plan no later than the commencement of quarter 2 of the financial year to which the forecast overspend relates. The Financial Recovery Plan will be shared by the Partners and reported to the Joint Management Group.
- 10.7. Details of financial contributions from the Council and NHS Sussex ICB in respect of the different Client Groups for 2022/23 are set out in Schedule 5 hereto.
- 10.8. Where either Partner makes any of its Staff redundant, that Partner shall be liable for all the staff costs associated with any or all such redundancies.

Commented [RD15]: 2025/26

11. Other Resources

- 11.1. The Council will provide or make available to the Arrangements the premises listed in Table 1 of Part 1 of Schedule 3.
- 11.2. The Trust will provide or make available to the Arrangements the premises listed in Table 2 of Part 1 of Schedule 3.
- 11.3. Each Partner will continue to provide the same support services and facilities management to the premises that it provided before the Commencement Date.

- 11.4. The Council will not transfer ownership of any of the premises referred to in Table 1 of Part 1 of Schedule 3 but may grant a lease or licence of these to the Trust at a rent/licence fee on terms to be agreed between the Partners.
- 11.5. The Council will provide or make available to the Arrangements the professional support services listed in Table 1 of Part 2 of Schedule 3.
- 11.6. The Trust will provide or make available to the Arrangements the professional support services listed in Table 2 of Part 2 of Schedule 3.
- 11.7. The Partners will use their best endeavours to ensure the availability of information management infrastructure support in order to facilitate the Arrangements and integrated service provision generally.

12. Accounting and Reporting Requirements

- 12.1. Each Partner shall, in relation to its respective financial contributions to the Services, adhere to its own financial regulations.
- 12.2. The Trust shall ensure that full and proper records are kept in respect of the management, planning and monitoring of the Services, the financial contributions allocated to the Trust by the Council and any other monies received in respect of the Functions and Services covered by this Agreement.
- 12.3. The Parties acknowledge that they are not entering into a pooled fund arrangement pursuant to section 75(2)(a) of the National Health Service Act 2006 and Regulation 7 of the Regulations.
- 12.4. The Council shall provide financial and management accounting information to support the Council Contributions.
- 12.5. The Partners shall positively promote a culture of probity and sound financial discipline and control.
- 12.6. In relation to mental health services the Council and the Trust will jointly appoint a manager to be a Council employee and responsible for:
 - (a) overall management of the Council Contributions;
 - (b) supporting the following client groups: Adult Mental Health Services and Specialist Older Adults Mental Health Services;

- (c) provide quarterly reports to the Joint Management Group in order to monitor expenditure against the financial contributions of the Council and the services being funded;
- (d) the submission of an annual return to the Joint Management Group setting out the end of year position against that year's budgets for:
 - the Council Contributions; and
 - the staffing for the client groups funded by the Council Contributions

- 12.7. The Trust shall submit to each Joint Management Group meeting a report on the Arrangements detailing activity against expenditure as set out in the Contract.
- 12.8. The Trust will ensure reasonable access to the Council and/or its internal and external auditors to any information they require from the Trust relating to the funding and management of the Services. This right is not limited to financial information or accounting records.
- 12.9. The Trust and the Council shall co-operate with each other in preparation of financial statements in respect of these arrangements and ensure compliance with international accounting and reporting standards and other relevant legislation.

13. Indemnity and Insurance

- 13.1. For the purpose of this clause 13, "Claim" means:
 - (a) any claim brought by any third party arising from negligence;
 - (b) a contractual claim brought by any third party; and
 - (c) any other claim brought by a third party whatsoever arising from or in connection with the Arrangements.
- 13.2. Subject to clause 7, if any Claim is brought against either Partner by any third party relating to or in connection with the Arrangements, each Partner agrees to take responsibility and liability for its own employees and sub-contractors and to indemnify the other Partner to the extent the other Partner suffers any losses related to the acts, defaults or omissions of such employees and sub-contractors.

- 13.3. To the extent there is any doubt, uncertainty or disagreement regarding the respective liabilities of each Partner in accordance with the provisions of clause 13, the Partners will co-operate to resolve the Claim in the most cost-effective and timely manner and shall seek to apportion liability with all reasonable consideration of the circumstances surrounding the Claim and the provisions of this Agreement. Any disagreement regarding the appropriate apportionment of liability in accordance with this clause shall be dealt with in accordance with the provisions of clause 17.
- 13.4. For the duration of this Agreement and for the period following its termination or expiry during which any potential liabilities relating to this Agreement may remain, the Trust shall maintain membership of all NHS Litigation Authority risk pooling schemes relevant to its obligations under this Agreement or shall maintain such alternative insurance arrangements as may be agreed by the Council in writing. The Trust shall provide the Council with evidence of its compliance with this clause 13.4 upon written request.
- 13.5. For the duration of this Agreement and for the period following its termination or expiry during which any potential liabilities relating to this Agreement may remain, the Council shall maintain appropriate insurance arrangements. The Council shall provide the Trust with evidence of its compliance with this clause 13.5 upon written request.

14. Data Protection and Freedom of Information

- 14.1. The Partners shall observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Agreement.
- 14.2. The Partners shall comply with the Data Sharing Agreement titled 'Our Care Connected – Direct Care Information Sharing' and the policies, procedures and documentation contained therein.
- 14.3. The Parties shall comply with FOIA and shall assist each other to comply with reasonable requests for assistance in complying with its disclosure obligations under FOIA.
- 14.4. Where one of the Partners received receives a request for information relating to the Agreement they shall consult with the other Partner prior to releasing the requested information.
- 14.5. The Partners shall have absolute discretion as to whether to apply or not to apply any exemptions under FOIA.

15. Termination

- 15.1. Either Party may terminate this Agreement by giving six months' Notice in writing at any time after the expiry of six months from the Commencement of this Agreement.
- 15.2. Either Party may at any time give Notice in writing to the other Party terminating this Agreement as from the date of service of such Notice whenever the following events occur:
- (a) the other Party commits a material breach of any of its obligations under this Agreement which is not capable of remedy or, if capable of remedy, which has not been remedied within three months of the date of the written Notice from the Party serving the termination Notice requiring it to remedy the breach;
 - (b) any change in law or legislation as a result of which it is unable to fulfil its obligations hereunder;
 - (c) its fulfilment would be ultra vires for one or both Parties and the Parties are unable to agree a modification or variation to this Agreement so as to bring the specific matter within its powers.
- 15.3. Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 15.4. In the event of expiry or termination of the Agreement, the Council and the Trust shall co-operate fully to ensure an orderly handover in relation to all aspects of the Services to alternative service providers and shall at all times act in such a manner so as to minimise disruption to all Client Groups and Staff.
- 15.5. If requested to do so by the Trust, the Council shall co-operate fully during discussions with and any transfer of the Service to any alternative service provider(s) and this co-operation shall extend to allowing access to, and providing copies of, all documents, reports, summaries and other information, including any information in electronic form, which is necessary in order to achieve an effective transition to a new service provider without disruption to operational requirements. The transfer shall be arranged to reduce to a minimum any interruption of the provision of the Service.
- 15.6. The Partners shall allow access to their facilities, (in the presence of a representative of the other party) to any person representing any prospective or new service provider and, for the purpose of such access, the parties shall give each other seven days' notice of a

proposed visit together with a list with the names of all the persons who will be attending the relevant facilities.

- 15.7. A Partner shall, within 14 days of a written request from the other Partner, provide such full, accurate and up to date information relating to that Partner's Staff employed or engaged in providing the Services (or a part of the Services) including their terms and conditions of employment and any existing or potential liabilities to such Staff or to third parties arising from any act or omission of such Staff and all such other information relating to such Staff as may be reasonably requested so as to facilitate the engagement of a new or prospective service provider or to enable either Partner to issue tender documents for any of the Services during any retender exercise including the provision of such information to a prospective or new service provider on the terms referred to in this clause 15 and in compliance with TUPE.
- 15.8. The Partners shall warrant to each other (for themselves and for the benefit of any prospective or new service provider) that the information provided pursuant to this clause 15 shall be full, accurate and up to date and shall indemnify the other Partner (for itself and for the benefit of any prospective or new service provider) against all costs, claims, fines, liabilities and/or expenses incurred as a result of any inaccuracy in or omission from the information provided pursuant to this clause 15.
- 15.9. The Partners agree that all such information as may be provided to the other Partner pursuant to clause 15.7 shall be provided in such form as shall be requested (having due regard to the principles of reasonableness, any requirement under TUPE and any duty including in respect of confidentiality under the Data Protection Act 1998) and the Partners hereby agree that all such information may be passed on to new service providers (in confidence) solely for the purposes of future service provision.

16. Variation

- 16.1. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless evidenced in writing and signed by the duly authorised representative of each of the Parties.

17. Disputes

- 17.1. If any dispute arises in connection with this Agreement, Directors or other senior representatives of the Parties with authority to settle the dispute will, within 14 calendar

days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.

- 17.2. If the dispute is not resolved at the meeting referred to at clause 17.1 or any agreed follow up meetings the Parties will attempt to resolve it in accordance with the Centre of Effective Dispute Resolution ('CEDR') Model Mediation Procedure or other recognised form of Alternative Dispute Resolution ('ADR') agreed by the Parties. Where the Parties adopt the CEDR Procedure, the mediator will be nominated by CEDR, unless otherwise agreed between the Parties. To initiate mediation the Party must give Notice in writing to the other Party to the dispute, requesting mediation. Where the parties adopt the CEDR procedure, a copy of the request should be sent to CEDR. In all cases, the mediation will start no later than 28 calendar days after the date of the ADR Notice.

18. Exclusion of Partnership and Agency

- 18.1. Nothing in this Agreement shall be deemed to constitute either Party the agent of the other Party or a partnership for the purposes of the Partnership Act 1890. Neither Party shall have any right or authority to make any commitments for or on behalf of the other Party other than as set out in this Agreement.

19. Assignment and Sub-Agreements

- 19.1. Neither Party may assign, transfer, charge, create a trust or deal in any other manner with this Agreement or its rights under it, or part of it, or purport to do any of the same, or subcontract any or all of its obligations under the Agreement without the prior written consent of the other Party.
- 19.2. Each Party shall be liable for the acts or omissions of its sub-contractors as if such acts or omissions had been committed or omitted by itself.

20. Rights of Third Parties

- 20.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this

does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 20.2. The rights of the Parties to terminate rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

21. Quality Control

- 21.1. Each Party shall apply the highest professional and ethical standards in relation to its obligations under the Agreement and shall at all times comply with its obligations under this Agreement and under any applicable laws or regulations.

22. Complaints

- 22.1. The Parties will operate a complaints procedure which will allow for each Party to deal with complaints reviews and investigations falling within the ambit of the statutory functions duties and powers in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

23. Notices

- 23.1. Any Notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (Royal Mail 'special delivery', Royal Mail 'signed for', or first class post), e-mail or facsimile, sending the same to the other Party at such addresses as each Party may from time to time give to the other for the purpose of service of Notices under this Agreement.
- 23.2. In the event of the delivery of an urgent or important Notice, the Party giving the Notice will telephone the receiving Party to confirm the delivery of the Notice has taken place.
- 23.3. A notice is deemed to have been received:
- (a) if delivered personally, at the time of delivery; or
 - (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or

- (c) if sent by pre-paid first class post, Royal Mail 'signed for' or Royal Mail 'special delivery', 48 hours from the date of posting; or
- (d) if deemed receipt under the previous paragraphs of this clause 23 does not fall within business hours (meaning 9.00 am to 5.30 pm on a Working Day) at 9.00am on the working day next following in the place of receipt.

23.4. If a notice is transmitted by e-mail, a hard copy of the notice must be sent to the recipient Party as soon as possible. A notice served by email will be deemed to have been received when the sending Party telephones the intended recipient of the email and receives confirmation that the notice has been received.

24. Entire Agreement

24.1 This Agreement constitutes the entire agreement and understanding of the Parties in connection with its subject matter and supersedes all prior agreements, representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

24.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement.

25. Governing Law

25.1 This Agreement, and any dispute or claim, arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

25.2 Subject to clause 17, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

26. Counterparts

26.1 This Deed may be executed in one or more counterparts and any party may enter into this Deed by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by all the parties shall constitute one and the same agreement and a full original of this Deed for all purposes.

26.2 This Deed shall be treated as having been executed and delivered on the date on which the Council's seal is applied.

IN WITNESS of which the parties have caused this Deed to be executed and delivered
as a deed the day and year first herein written

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

BRIGHTON & HOVE CITY COUNCIL

in the presence of:

Authorised Signatory

Date

EXECUTED as a DEED

By SUSSEX PARTNERSHIP NHS FOUNDATION TRUST

acting by and under the signature of:

Name: _____ Signature: _____
Director

Name: _____ Signature: _____
Director (or Company Secretary)

SCHEDULE 1 - Introduction & Aims and Objectives

Commented [RD16]: New schedules to be included



Document	BHCC SPFT S75 Introduction & Aims and Objectives
Audience	BHCC SPFT Management
Date Agreed	September 2022
Review Date	August 2023

1. Aims and Objectives

A Section 75 (S.75) agreement is made between local authorities and NHS bodies and can include arrangements for pooling resources and delegating certain NHS and local authority health-related functions to the other partners.

Integrated Care Systems (ICSs) represent one of the most significant structural reforms to the NHS in the past decade. With their aim of unifying health strategy across once fragmented regional health bodies, they hope to improve the efficiency, quality and delivery of healthcare services

The S75 agreement will serve as a significant tool in achieving the ICS ambition to transform adults and older adults' community mental health services and reduce health inequalities.

This agreement will contribute to improvement in mental health and wellbeing and should result in easier access to a more responsive mental health service, in line with the strategic intent of other initiatives the Brighton & Hove Joint Health & Well Being Strategy.

The S.75 agreement between Brighton and Hove City Council (Council) and Sussex Partnership Foundation Trust (Trust) has been in place for over twenty years and has meant several Social Care staff have been co-located within the Trust to deliver statutory duties. This way of working in close partnership has been valued by both organisations, and by those that use our services, and this new agreement seeks to maintain and strengthen this collaborative way of working. The agreement demonstrates the ongoing commitment of the Trust & the Council to work in partnership, to deliver an integrated service for the population of Brighton & Hove.

Within the S.75 agreement there are a number of schedules underpinning the operational aspects of the joint working arrangements, within the overall statutory requirements of S.75 of the National Health Service Act 2006.

In recent years two independent reviews have been commissioned in relation to the agreement between the Trust & the Council. These reviews have highlighted the need to strengthen Continuing Professional Development and professional support mechanisms and improve professional leadership; promote and embed social

interventions, provide role clarity, develop leadership capacity within the Approved Mental Health Professional service and develop integrated workforce planning.

These reviews in addition to staff and service user feedback has led to a review of the existing S75 agreement and schedules by focusing on areas such as Finance, Practice & Workforce, Governance and Performance.

These schedules will help inform our journey of transformation of the integrated service over the next 3 years and to ensure that those using our services receive a seamless Health and Adult Social Care service within secondary Mental Health Services.

2. Aims and Objectives

The aims and objectives of the to this Agreement are:

2.1 Service Delivery

- Improve access to services and secure better outcomes for service users through a jointly delivered service model.
- Avoid inefficient use of resources arising from unnecessary duplication and organisational boundaries.
- Provide an integrated, responsive, and timely approach to the assessment, treatment and care for service services reflective of their mental health and social care needs.
- Promote a service that is focused on recovery, independence, individual need, and outcomes.
- Provide a seamless interface for users and carers.
- Provide appropriate support, advice and services in accordance with assessed need.

2.2 Statutory Functions & Performance

- Deliver an integrated service that is compliant in its delivery of statutory duties to service users and their carers.
- Provide sufficient availability of all staff to ensure delivery of key functions and statutory duties, including Approved Mental Health Professionals.
- Establish robust pathways for the allocation of social care work.
- Ensure the Council performance reports and budget responsibility are given equal priority to the Trust's performance targets.
- Ensure the Council's Director of Adult Social Services' statutory duties are discharged in accordance with the Department of Health's Guidance on the statutory chief officer post of the Director of Adult Social Services and any applicable national directives.
- Fulfil national and local policy objectives.

2.3 Management of Council Staff

- Ensure all local managers within the Trust are fully conversant with the statutory duties their team and Council employed staff are responsible for providing.
- Ensure Trust managers have sufficient systems in place to monitor the caseloads of Council employed staff, enabling staff to prioritise the statutory functions aligned with their role and contracted duties.

2.4 Estates and Facilities

- Ensure the staff working within the Services are provided with the necessary equipment enabling them to work within the systems of both organisations.
- Ensure that Council staff are accommodated within Trust sites where the Services are located.

3. Schedules

- 3.1 The following schedules have been developed:
- Schedule 1 - Introduction & Aims and Objectives
 - Schedule 2 – Local Performance Indicators
 - Schedule 3 – Premises and Support Services
 - Schedule 4 – Joint Management Group
 - Schedule 5 – Financial Contributions
 - Schedule 6 – Staff Posts Allocated to the Arrangements
 - Schedule 7 - Joint Secondment Agreement
 - Schedule 8 – Joint HR Protocol for the Management of Staff
 - Schedule 9 – Joint Management of Change and Redundancy Policy
 - Schedule 10 – Safe & Effective Practice
 - Schedule 11 – Joint Operational Group
4. The execution of a new S75 Agreement will mark the start of the next stage of transformation through continual improvement of outcomes for local service users. We will work with them, experts by experience, staff, and other stakeholders in an open inclusive way, constantly monitoring progress as we transform local service delivery.

SCHEDULE 2 – Local Performance Indicators



Document	BHCC SPFT S75 Local Performance Indicators
Audience	BHCC SPFT Management
Date Agreed	September 2022
Review Date	August 2023

1. The Performance Indicators agreed by the Parties to this Agreement

Mental health Performance Indicators:

There are currently only two statutory Performance Indicators for which the local authority needs to report on in relation to mental health:

- proportion of adults in contact with secondary mental health services in paid employment.
- proportion of adults in contact with secondary mental health services living independently, with or without support.

The information for these Performance Indicators shall be supplied by the Trust on a quarterly basis.

Other performance information that is provided from the Trust to the Council includes data on the following:

- Delayed transfers of care.
- The proportion of adults recovering from mental ill-health who should have a programme to support their long-term recovery that includes helping to both self-manage their symptoms and includes peer-support.

2. Local performance arrangements

The below table reflects the agreed Local Performance Indicators that will help with the oversight and management of the S75 Agreement.

These Local Performance Indicators will be reportable to both the s75 Joint Management and Operational Groups as reflected within Schedule 4 and Schedule 11.

Measures	Frequency	Statutory Requirement	Reportable to:
S42 - open and closed enquiries. Decisions and Timeframes.	Monthly & Quarterly	Yes	Joint Operational Group Joint Management Group
S42 - Count of clients and demographics	Monthly & Quarterly	No	Joint Operational Group
Number /Percentage of people where safeguarding outcomes met at closure of concern or enquiry.	Monthly & Quarterly	Yes	Joint Operational Group
Care Act - Number of care needs assessments completed- with start and finish dates	Monthly	Yes	Joint Operational Group Joint Management Group
Care Act – Number of carers support assessments completed	Monthly	Yes	Joint Operational Group
Number of Care Act reviews completed	Monthly	Yes	Joint Operational Group
Number of people receiving S.117 aftercare services.	Quarterly	Yes	Joint Operational Group
Number of S117 reviews completed	Quarterly	Yes	Joint Operational Group
BHCC and SPFT Staff Vacancy rate	Monthly	Local agreement	Joint Operational Group Joint Management Group
BHCC and SPFT Staff Sickness rate	Monthly	Local agreement	Joint Operational Group Joint Management Group
BHCC and SPFT staff Training compliance	Monthly	Local agreement	Joint Operational Group
Number of BHCC and SPFT complaints regarding the service	Quarterly	Local agreement	Joint Operational Group Joint Management Group
Case loads - held by BHCC staff on Care Notes	Monthly	Local agreement	Joint Operational Group
SPFT Heat map	Monthly	Local agreement	Joint Operational Group
SPFT and BHCC waiting times	Monthly	Local agreement	Joint Operational Group

SCHEDULE 3 – Premises and Support Services



Document	BHCC SPFT S75 Premises and Support Services
Audience	BHCC SPFT Management
Date Agreed	Reviewed September 2022
Review Date	August 2023

1. PREMISES THE USE OF WHICH IS TO BE CONTRIBUTED TO THE ARRANGEMENTS

Trust Premises:

1.1 In respect of the Specialist Older People's Mental Health Services Client Group:

East Brighton Community Mental Health Centre, Pankhurst Avenue, Brighton, BN2 3EW

Mill View Hospital, Nevill Avenue, Hove, BN3 7HY

1.2 In respect of the Adult Mental Health Services Client Group:

East Brighton Community Mental Health Centre, Pankhurst Avenue, Brighton, BN2 3EW

Mill View Hospital, Nevill Avenue, Hove, BN3 7HY

2. PROFESSIONAL SUPPORT SERVICES TO BE PROVIDED OR MADE AVAILABLE TO THE ARRANGEMENTS

Council professional support services:

- Financial Accounting in respect of the Council Contributions.
- Human Resources in respect of Council employees co-located to the Trust.
- Legal advice, as required, to Approved Mental Health Professionals and other Staff carrying out Care Act 2014 responsibilities, as regards the exercise of Council Functions.

Trust Professional Support Services

- Financial reporting in respect of contributions funded by NHS Sussex ICB in connection with the Services.
- Human Resources in respect of Trust employees working in the Services.

SCHEDULE 4 – Joint Management Group



Document	BHCC SPFT S75 Joint Management Group
Audience	BHCC SPFT Management
Date Agreed	Reviewed August 2022
Review Date	August 2023

Composition and operation of the Joint Management Group

1. For the purposes of this Schedule 4, "Group" shall mean the Joint Management Group.

The Group shall comprise:

- the Trust Deputy Service Director
- the Trust Deputy Director of Social Work
- the Trust Finance Business Partner for the CDS
- the Trust General Manager for Community Mental Health Services
- the Council Principle Social Worker
- the Council Assistant Director of Health & Social Care
- the Council Head of Finance
- the Council General Manager of Social Care Mental Health Services

(each a "Member")

2. A representative from NHS Sussex ICB shall be co-opted to the Group on a permanent basis.
3. Group meetings will be co-chaired between the Trust Deputy Service Director and the Council's Assistant Director of Health and Social Care.

4. Officers from each Partner may be invited to attend Group meetings at the invitation of the relevant Partner but such individuals shall not be considered Members for quorum or decision-making purposes.
5. Each Member shall nominate in writing a single substitute ("Substitute"). The Substitute shall carry out the full role of their Member when attending Group meetings in their Member's absence.
6. Meetings of the Group will take place:
 - On a quarterly basis
7. Meetings of the Group shall be quorate only where both Partners are represented at such meeting including:
 - 7.1. For the Council, either the Assistant Director Adult Social Care or the General Manager.
 - 7.2. For the Trust, the Deputy Service Director.
8. Decisions shall be made by consensus among the Partners.
9. Formal minutes of the Group shall be taken.
10. Each Partner has secured internal reporting arrangements to ensure standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

Strategic governance and review functions of the Group

11. Governance overview

The overarching obligations of the Group shall be:

- to monitor, review and take decisions regarding the Services and the outcomes of integrated service provision.
- to monitor, review and take decisions regarding Local Performance Indicators as detailed in Schedule 2.
- agree and, if necessary, review a strategy for delivery of the mental health services covered by this Agreement.
- to authorise any significant change proposed by either Partner to the delivery of mental health services covered by this Agreement.

- to share learning from across the system and to utilise this to affect positive changes for service users.

12. The role of the Group is as follows:

- 12.1 oversight of the Arrangements;
- 12.2 to review monitoring reports which will include both data relating to Local Performance Indicators and financial information, to fulfil the Partners' management requirements;
- 12.3 to agree appropriate action resulting from the above reports;
- 12.4 to review the extent to which the aims and objectives of the Agreement are being met;
- 12.5 to report for decision to the relevant decision-making body of each Partner as necessary;
- 12.6 to resolve disputes or where necessary to refer such to the chief officers of the Partners to this Agreement for resolution; and
- 12.7 any other purposes as may be deemed appropriate by the Partners.

13. Each member of the Group shall only exercise within the Group such delegated powers as he or she possesses in his or her role (which is received through their respective organisation's own schemes of delegation). For the avoidance of doubt, the Group shall not possess such delegated powers as a collective body.

SCHEDULE 5 – Financial Contributions



Document	BHCC SPFT S75 Financial Contributions
Audience	BHCC SPFT Management
Date Agreed	Reviewed September 2022
Review Date	April 2023

This finance schedule will be subject to annual reviews by the Joint Management Group.

Client Group	Contributions from the Council for 2022/2023 (£'000)
Memory and Cognition Support (Community Care)	9,516
Mental Health Support (Community Care)	9,848
Staffing Teams	3,279
Total	22,643

SCHEDULE 6 – Staff Posts Allocated to the Arrangements



Document	BHCC SPFT S75 Staff Posts Allocated to the Arrangements
Audience	BHCC SPFT Management
Date Agreed	Reviewed August 2022
Review Date	April 2023

This Schedule sets out the job roles allocated to the Services, and the party responsible for employing and funding the person holding each role.

1. The Trust will cover the onsite costs incurred in supporting members of staff co-located within Trust buildings which included the AMHP Service. The Trust will also provide IT costs for laptop provision and mobile phones.
2. The Trust will support the review of the shared funding arrangements via the 2023/2034 planning process.

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
Accommodation Team	Review Co-Ordinator	SPFT	BHCC	1.00	39,027	4,166	5,612		
Accommodation Team Total				1.00					
AHMP	Senior Social Worker	BHCC	BHCC	8.22	336,754	39,760	55,216	20,388	35,672
	Business Support Officer	BHCC	BHCC	1.00	25,293	2,477	4,140	2,481	4,342
	AMHP Service Manager/ Lead AMHP	BHCC	BHCC	1.00	48,380	5,952	9,579	2,481	4,342
AHMP Total				10.22					
AOT	Nurse	SPFT	BHCC	1.00	39,027	4,166	5,612		
	Senior Social Worker	BHCC	SPFT	0.90	37,012	4,376	7,328	2,233	3,907
AOT Total				1.90					
CRHTT	Nurse	SPFT	BHCC	0.60	21,341	2,213	3,069		
	Senior Social Worker	BHCC	BHCC	0.41	16,697	1,974	2,733	1,006	1,760
	Social Worker	BHCC	BHCC	1.00	36,916	4,227	7,309	2,481	4,342
	Team Administrator	SPFT	BHCC	0.00					
	Intermediate STR Worker	SPFT	BHCC	0.80	31,534	3,132	4,535		
	Intermediate STR Worker	BHCC	BHCC	1.00	25,293	2,477	4,140	2,481	4,342
CRHT Total				3.81					
Dementia Service	Care Manager	BHCC	BHCC	4.69	156,090	17,259	30,906	9,134	23,274
	Care Manager	BHCC	SPFT	1.09					

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
91					36,453	4,031	7,218	2,132	5,433
	Safeguarding Team Lead	BHCC	BHCC	0.65	29,300	3,414	5,031	1,264	3,219
	Nurse	SPFT	BHCC	3.73	138,156	14,515	19,867		
	Occupational Therapist	SPFT	BHCC	0.36					
	Senior Social Worker	BHCC	BHCC	3.42	138,137	16,245	26,083	6,660	16,969
	Service Manager	SPFT	BHCC	1.00					
	Social Worker	BHCC	BHCC	9.35	338,778	38,572	63,967	18,216	46,414
	Social Worker	BHCC	CCG via SPFT	2.00	72,776	8,298	13,741	3,896	9,927
	Team Administrator	BHCC	BHCC	1	22,461	2,051	4,447	1,948	4,963
	Team Leader	SPFT	BHCC	2.70	108,933.90	11,739.11	15,664.70		
Dementia Service Total				29.99					
Assessment & Treatment Service	Senior Social Worker	BHCC	BHCC	4.01	162,225	19,080	32,121	7,759	12,944
	Social Worker	BHCC	BHCC	8.44	309,672	35,386	58,852	16,318	27,221
	Social Worker	BHCC	CCG via SPFT	1.60	58,702	6,708	11,156	3,093	5,160
	<i>Social Care Worker</i>	<i>BHCC</i>	<i>SPFT</i>	2.00	55,854	5,748	11,059	3,867	6,450
	Occupational Therapist	SPFT	BHCC	0.56	21,855	2,333	3,143		
	Team Leader	SPFT	BHCC	1.90	40,057	4,308	5,760		

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
	Lead Admin Development Manager	SPFT	BHCC	1.00	26,425	2,427	3,800		
	East Brighton Service Manager	SPFT	BHCC	1.00	47,126	5,283	6,777		
Assessment & Treatment Service Total				20.51					
Mental Health Homeless Team	Senior Social Worker	BHCC	BHCC	0.78	30,671	3,574	6,184	8,042	3,783
	Senior Social Worker	BHCC	SPFT	0.22	8,461	986	1,706	2,268	1,067
	Social Worker	BHCC	CCG via SPFT	1.00	34,889	3,922	7,035	10,310	4,850
	Team Leader	SPFT	BHCC	0.91	41,713	4,646	5,998		
Mental Health Homeless Team Total				1.91					
Mental Health Management	General Manager	BHCC	BHCC	1.00	63,251	8,190	12,844	7,360	10,076
	Professional Education Consultant	BHCC	BHCC	1.22	55,087	6,674	11,186	8,980	12,293
	Practice Manager (Advanced Social Work Practitioner)	BHCC	BHCC	0.81	36,725	4,449	7,458	5,968	8,170
Mental Health Management Total				3.03					
Secure & Forensic Team	Senior Social Worker	BHCC	BHCC	1.00	41,187	4,869	7,827	1,933	3,225
Secure & Forensic				1.00					

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
Team Total									
Grand Total				74.37	2,732,258	309,629	489,104	152,701	264,144

** Budgeted Salaries assume 1.5% increase for 22/23. Actual 22/23 increase to NJC salaries yet to be negotiated.*

SCHEDULE 7 – CO-LOCATED STAFF



Document	BHCC SPFT S75 JOINT AGREEMENT FOR CO-LOCATED STAFF
Audience	BHCC SPFT Management BHCC SPFT HR
Date Agreed	Reviewed August 2022
Review Date	August 2023

1. Introduction

- 1.1. The purpose of this Schedule is to set out the basis on which Council Staff will remain employed by the Council but will be located at premises of the Trust.
- 1.2. Provisions regarding the rights and obligations of the Partners in relation to any staff who are hereafter co-located are set out in this Schedule and the relevant sections of the Agreement.

2. Terms used

- 2.1. In this Schedule:
 - the “Host Organisation” is the Partner in whose buildings the member of staff will be working in: and
 - the “Employing Organisation” = the organisation the member of staff is contracted to work for.

3. Responsibilities of Employing Organisation

- 3.1. The Employing Organisation will identify staff engaged in the direct delivery of the Services. This will include temporary staff, trainees or locums assigned to the service as well as staff in permanent positions.
- 3.2. The duration of the co-location of any Staff will be for the term of the Agreement.
- 3.3. The co-located Staff will remain employed by the Employing Organisation which originally employed them for the duration of their co-location to the Host Organisation. Throughout their co-location at the Host Organisation the Employing Organisation will remain responsible for the payment of salary, allowances, and

expenses, tax, NI and pension contributions due to and/or with respect to the co-located Staff which each Employing Organisation employs.

- 3.4. The Employing Organisation will ensure that the co-located staff are cleared to carry out their full duties having undertaken all necessary pre-employment checks and having alerted the Host Organisation to any outstanding investigations. The Employing Organisation is responsible for issuing the necessary paperwork to the co-located Staff.
- 3.5. At the end of the co-location of Staff the Employing Organisation will be responsible for all matters relating to the employment of the Staff it employs.

4. Responsibilities of the Host Organisation

- 4.1. The Host Organisation will be responsible for providing the Employing Organisation(s) with all relevant management information to enable the Employing Organisation to pay the co-located staff and shall complete necessary returns e.g. sickness, maternity, other absence, and reportable incidents/accidents.
- 4.2. Staff should make themselves aware of the relevant policies from the Host Organisation (See Appendix 1 in Schedule 8).
- 4.3. The Host Organisation will be responsible for ensuring co-located staff take part in an induction appropriate to their role.
- 4.4. The Employing Organisation will be responsible for ensuring all co-located Staff receive regular supervision, appraisal and development reviews.

5. Records

- 5.1 The Employing Organisations shall keep all records in relation to the co-located Staff which it is required by Law or this Agreement to keep and shall, upon the Host Organisation's reasonable request and subject to compliance with Data Legislation and the Data Sharing Agreement, provide the Host Organisation with access to those records including, where appropriate, the taking of copies.
- 5.2 The Host Organisation shall keep all such records as are reasonably within its possession as a result of its obligations in this Agreement and upon the Employing

Organisation's reasonable request and subject to compliance with the Data Legislation and the Data Sharing Agreement, provide the Employing Organisations with access to those records including, where appropriate, the taking of copies.

SCHEDULE 8 – Joint HR Protocol for the Management of Staff



Document	BHCC SPFT S75 Joint HR protocol for the management of staff
Audience	BHCC SPFT Management, Human Resources,
Date Agreed	August 2022
Review Date	August 2023

1. Introduction

- 1.1 This protocol sets out the principles relating to the co-location of staff to be deployed in connection with the Services. It aims to ensure that all staff are treated fairly and that the principles of equality and diversity are upheld. Where there are any problems or difficulties relating to the employment or management of staff working within integrated services, the aim will be to resolve these at a local management level wherever possible.
- 1.2 It has been agreed that the Joint HR protocol will be reviewed during 2023/2024.
- 1.3 The terms "Host" and "Employing" Organisation are those defined in paragraph 2.1 of Schedule 6 of the Agreement i.e.
 - The "Host Organisation" = the organisation the member of staff will be working for during the term of the co-location.
 - The "Employing Organisation" = the organisation the member of staff is contracted to work for.

2. Arrangements and Position of Co-located staff

- 2.1 The co-located staff will have been informed of the Agreement for co-located staff (Schedule 7).
- 2.2 Staff co-located under this agreement remain employed by the Employing Organisation throughout the period of co-location. The Employing Organisation will ensure that they are paid as normal.
- 2.3 Staff co-located under this Agreement will be those in permanent positions and will also include any temporary staff, trainees or locums assigned to the Services.
- 2.4 Where teams of staff are co-located, responsibility will be with the line managers from the Employing Organisation.

- 2.5 All staff within integrated services will retain their Employing Organisation's terms and conditions of employment as set down in their contract of employment. However, these may be subject to any modifications made in the normal way through national or local agreements and consultation affecting their staff group. Any variation in terms and conditions arising as a result of the arrangements set out in this Agreement will be the subject of specific negotiation with recognised trade unions representing the employees concerned.

3. Policies and Procedures

- 3.1 The Human Resources policies and procedures of the Employing Organisations will apply to the co-located staff, with the exception of the procedures noted in paragraph 3.6 below.
- 3.2 Where staff from both Parties are jointly involved in an issue, the individual members of staff will be covered by the appropriate procedures operated by their Employing Organisation. However, it is recognised that this may on occasion be impracticable due to anomalies that may exist between procedures and working practices operated by the two Parties. In each case and in a timely way the Parties shall agree the procedure to follow, with full involvement from staff representatives.
- 3.3 The Host Organisation will follow the Employing Organisation's HR policies and procedures for all co-located Staff. HR staff from the Employing Organisation will provide support as necessary to execute these policies and the process of HR management.
- 3.4 The Host Organisation will seek agreement with the Employing Organisation where it wishes to introduce measures outside the Employing Organisation's policies or Terms and Conditions or where the application of policies may result in risk or liabilities for the Employing Organisation as employer of the co-located staff.
- 3.5 The relevant policies and procedures for the Employing Organisations are available via their intranets and Human Resource Departments.
- 3.6 The following procedures have been agreed as joint policies and procedures by the Partners and shall apply to all staff delivering the Services, regardless of employer:
- Joint Management of Change (Schedule 9)
- 3.7 The applicable Whistleblowing Policy will be that of the Employing Organisation of the member of staff raising the concern. Where concerns are raised that involve staff from the other organisation, then concerns will be appropriately shared with relevant managers in that other organisation.
- 3.8 In order to ensure that the Employing Organisation's policies and processes are fully supported in the integrated care services the Joint Management Group will ensure that robust HR support is available to both Parties.
- 3.9 The Host Organisation will use its best endeavours to ensure that all managers of co-located staff attend management training and updates provided by the Employing Organisation especially in relation to the Employing Organisation's policies & procedures, including management of complaints procedures.

- 3.10 The Employing Organisation will ensure all co-located staff are kept informed and up-to-date with policies and procedures applicable to them.
- 3.11 Policies and procedures of each Party not mentioned specifically in this Agreement will continue to apply to employees of each respective Party and it is agreed that the managers for designated integrated services will have the authority to act in accordance with the policy requirements.

4. Roles and Duties of Staff

- 4.1 Staff of the Council will undertake Council Functions and Staff of the Trust will undertake NHS Functions. These will operate together within an integrated service design.
- 4.2 The Joint Management Group (JMG) may agree that for some staff posts the Staff may undertake the duties of both Partners in the course of their work. This will be subject to appropriate competency and training and will need to comply with the intentions set out in any local workforce plan for the longer-term delivery design for services.
- 4.3 Staff will not be asked to undertake duties traditionally beyond the scope of their appointment except where agreed by the JMG.
- 4.4 All managers will be developed to undertake their role to ensure safe and effective care.

5. Management of Staff

- 5.1 Staff co-located will be managed and directed in their duties by their Employing Organisation (please see Appendix 1).

6. Managing Performance

- 6.1 The Employing Organisation will be responsible for undertaking any disciplinary, performance, capability and matters.
- 6.2 All formal warnings up to and including final written warning and dismissals can only be undertaken by authorised managers within the member of staff's Employing Organisation. All appeals against dismissal will be conducted within the member of staff's Employing Organisation in accordance with usual procedures.
- 6.3 Suspension from duty can only be authorised by a senior manager within the member of staff's Employing Organisation.
- 6.4 The manager undertaking any disciplinary, performance or capability matters will be supported by Human Resource staff from the member of staff's Employing Organisation.
- 6.5 The day to day management of attendance at work will be the responsibility of the immediate line manager in the normal way. Any issues or concerns about absence

will be dealt with through the policy of the Employing Organisation, with support from a member of the Human Resources team from the Employing Organisation.

7. Managing employee concerns/disputes.

- 7.1 Staff will be covered by the grievance procedures and policies of their Employing Organisation. The Employing Organisation will deal with all informal action and any formal grievance hearings at stage 1. Any formal hearings required at stage 2 or 3 will be conducted by senior managers within the member of staff's Employing Organisation. Any involvement of ACAS will involve managers from the member of staff's Employing Organisation.
- 7.2 Collective disputes/grievances will be managed by the Employing Organisation at stage 1 or 2, and will be dealt with by senior managers or councillors within the member of staff's Employing Organisation at any stage above this. If any dispute is likely to affect employees from both organisations then both Partners will be involved in the resolution and will agree with staff side representatives which policy(ies) will be used.
- 7.3 The member of staff has some flexibility about who to report to any allegations of harassment, bullying or discrimination to. Where such allegations are reported to a line manager employed in the other organisation than the complainant, that line manager will have the authority to conduct the investigation supported by a member of the Human Resources team from the same organisation as the complainant. This does not prevent an independent manager being appointed to investigate and this person may be from either organisation. Any resulting disciplinary action will be conducted in accordance with the above protocol on disciplinary procedures.

8. Managing Change

- 8.1 Neither Party shall materially alter the number of staff carrying out the Functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 8.2 Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group.
- 8.3 The Parties agree to comply with the management of change and redundancy policy set out below.

9. Payroll

- 9.1 The line manager will be responsible for ensuring that appropriate salary returns and timesheets are returned to the Employing Organisation's payroll department by the agreed date each month. This protocol gives the authority to line managers to discuss payroll issues with either payroll department as appropriate. When a member of staff is recruited to the Services they will be placed on the payroll of the Employing Organisation.

10. Professional Development

- 10.1 The Employing Organisation will ensure that all co-located staff receive appropriate training and development to meet professional registration requirements, continuing professional development requirements and shall provide training, development and support in circumstances where mediation has been identified as a requirement.
- 10.2 The Employing Organisation will ensure annual appraisal and development reviews are undertaken by management for all co-located Staff and that this information is used jointly by Council and Trust managers for the co-located Staff as appropriate for the purposes of individual development activities.
- 10.3 Supervision policies, supported by training, exist in both organisations.
- 10.4 The Employing Organisation will ensure regular professional supervision is provided to all co-located staff.

11. Recruitment

- 11.1 Staff of the Council will undertake Council Functions and Staff of the Trust will undertake NHS Functions.
- 11.2 The recruitment procedures of the Employing Organisation will be used to administer the process. Short listing and interview panels will include a representative from each organisation wherever possible.
- 11.3 Authorisation to recruit to posts relating to the Services will rest with the respective Employing Organisation.
- 11.4 The Parties have agreed the Joint Appointment Process (paragraph 13 below) for making joint appointments to designated key posts connected with the Arrangements.
- 11.5 The Council shall appoint and employ all new or replacement Social Workers (including Approved Mental Health Professionals) in connection with the Arrangements. For the avoidance of doubt, Approved Mental Health Professionals shall not be co-located to the Trust for the purpose of performing functions excluded under the Regulations.
- 11.6 The Employing Organisation will issue paperwork to the appointee ensuring they are cleared to commence in post. The Host Organisation is responsible for checking the employee is cleared to carry out their full duties, compliance with health and safety regulations and organising induction for the co-located member of staff.

Management of Staff

This is a guide to assist managers and staff within the Council and the Trust in handling people management and health and safety issues.

Purpose

This guide signposts managers and staff to enable them to use the appropriate organisation's policy/procedure when dealing with people management and health and safety issues between the partner organisations.

The aim of this guide is to:

- Provide an overview of how to apply the procedures in practice,
- Reduce the risk of cases being mishandled due to managers either using the wrong procedure or failing to apply the right procedure correctly because they are unfamiliar with it
- Reduce the risk to staff's health and safety due to following the wrong procedure or failing to apply the right procedure correctly.

Scope

Guidance for managers and staff within integrated services on managing the following key HR and health and safety issues:

Human Resources

- Discipline
- Performance
- Grievances/collective disputes
- Sickness absence
- Recruitment
- Managing organisational change
- Bullying, harassment or discrimination
- Whistleblowing / Freedom to Speak Up.

Health & Safety

- Health and safety policies, standards and guidance documents and training
- Incident reporting
- Health and safety building premises issues (e.g. first aid, fire safety, asbestos, legionella, contractor management etc.)

1. *Human Resources*
Which procedure should be used and when

When dealing with people management issues, the Council and Trust managers should use the appropriate policy/procedure operated by the employer (see table below). Normally the same principle will also apply where staff from the Council and Trust are jointly involved in an issue. However, where this is impracticable due to anomalies between the two organisations' policies or procedures, the parties should agree at the outset the procedure to follow. Any formal processes can only be implemented by an officer from the employing organisation. Trade union representatives must be involved fully in these discussions.

All policies/procedures relevant to Council employees can be accessed through the [Supporting You pages](#) on the Wave intranet. All policies/procedures relevant to Trust employees can be accessed through 'Key Documents, Workforce Policies' on the Trust Intranet pages

Managers are strongly advised to seek advice and support from the relevant HR team when dealing with people management issues, particularly where they are unfamiliar with the policy or procedure they need to use or if they are unclear as to who can carry out formal action.

Top tips when applying HR policies/procedures in practice

Line managers should always:

- Use the correct organisation's procedure
- Make sure they follow the procedure as the case can fail due to procedural errors irrespective of the merits of the case
- Always check who has the authority to suspend, hear cases and dismiss employees as these differ between the two organisations
- Always check and adhere to the timescales set out in the procedures as these differ
- Seek advice from the appropriate organisation's HR team if unsure on what to do.

How to apply individual key HR policies and procedures

Disciplinary matters

Name of Policy:

Trust: Disciplinary Policy & Procedures
Managing Concerns about Medical Staff Policy
Suspension Policy
Investigation Policy and Procedure

Council: Disciplinary Procedure and Guidance

Informal action: will be dealt with by the line manager from the employing organisation.

Disciplinary investigations: will be dealt with by the line manager from the employing organisation.

Suspension from duty: can only be authorised by a senior representative in accordance with the policy and procedure of the employing organisation.

Formal warnings: can only be issued by appropriate levels of management in accordance with the policy and procedure of the employing organisation (as long as management is from the same employer as the employee).

Dismissal: can only be undertaken by authorised managers within the employing organisation

Appeals against dismissal: heard by a panel of councillors (Council) or a panel chaired by an Executive Director (Trust) in accordance with the procedure of the employee's employing organisation.

Performance matters

Name of Policy:

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Formal Action under Stage 2: will be carried out by a senior manager from the employee's employing organisation.

Formal Action under Stage 3: will be carried out by a senior manager from the employee's employing organisation.

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Dismissal: can only be undertaken by authorised managers within the employee's employing organisation.

Appeals against dismissal: will be heard by a panel of councillors (Council) or a panel chaired by an Executive Director (Trust).

Managers are strongly advised to always refer to the full procedure for more details.

Grievances/collective disputes

Name of Policy:

Trust – Individual and Collective Grievances Policy
Investigation Policy & Procedure

Council – Grievance Procedure and Guidance and/or Disputes Procedure

Staff will be covered by the procedure of their employing organisation. There are significant differences between the Trust and Council procedures and therefore managers are strongly advised to seek HR advice from the relevant HR team to avoid procedural errors.

Sickness Absence

Name of Policy:

Trust - Sickness Absence & Attendance Management Policy
Council - Attendance Management Policy and Procedure

Reporting and recording arrangements: will be dealt with by the line manager of the employing organisation.

Day-to-day management of attendance at work: will be dealt with by the line manager of the employing organisation.

Dealing with concerns: any issues or concerns about absence should be dealt with under the policy of the employing organisation with support from the HR team of the employer.

Occupational health referrals: line managers within the integrated service are given authority through this Protocol to liaise with, refer to, and receive advice from the occupational health service of the employing organisation.

Recruitment

Shortlisting/interview panels: should include a representative of each organisation wherever possible.

Managing organisational change and redundancy:

The Trust and Council have a jointly agreed policy 'Management of Change and Redundancy' for the management of change within the integrated service. Where it is agreed by HR that this policy does not apply, the policy of both individual organisations will continue to be applied.

The Council's Organisation Change Management Framework specifically states that in situations where a post is broadly similar, except that the grade of the post in the new structure is higher, the post will be regarded as a new post.

Once the job match exercise has been completed all affected employees (including those on sick leave or maternity leave) must be notified of the proposed automatic slots and the arrangements for ring-fenced recruitment, including details of those individuals included in the ring-fence. As soon as any appeals concerning the proposals for slotting and ring-fences have been dealt with, the ring-fenced recruitment process may commence and automatic slots confirmed.

Employees offered an appointment through the automatic slot process or ring-fenced recruitment will have seven calendar days in which to confirm their acceptance. Employees must be advised of the consequences of unreasonably refusing an offer. If an employee unreasonably refuses an offer of appointment he/she will lose the right to further consideration under this procedure and the re-deployment policy.

Employees will be given the opportunity to appeal where they consider a possible match concerning the proposals for slotting and ring-fences has been overlooked. Written representations must be received by the nominated person within seven calendar days of the proposals being issued to the staff. Any employee who remains unplaced at the end of the recruitment exercise and is subsequently dismissed will have the right to appeal against their dismissal.

Bullying, harassment or discrimination at work

Name of Policy:

Council: Dignity at Work (Managing Bullying & Harassment Grievances)
Investigation Policy and Procedure

Suspension Policy
Disciplinary Policy & Procedures

Trust: Dignity & Respect at Work Policy and Guidance
Disciplinary Procedure

Whistleblowing

The policy to be used will be that of the whistle blower's employing organisation. Where the concerns raised involve staff from the other organisation, then the concerns will be shared with relevant managers in that other organisation on a strictly "need to know basis" only.

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Currently we are aware that there are some managers who do not have access to the Wave/the Pulse. In these cases please contact your employer's HR team who will provide you with the relevant policy as required.

Health & Safety

Both organisations have a Health and Safety (H&S) Policy in place which sets out clear roles and responsibilities of both organisations.

Staff should make themselves aware of the relevant policies from the Host Organisation and any working procedures developed by the team they work in. H&S policies will be available on the Wave or Pulse intranet systems and are likely to include the following:

COSHH (Chemical Safety)	Display Screen Equipment
Driving at work	First Aid
Food Hygiene	Fire safety
Incident/Accident Reporting	Infection Control
Management Standard	New & Expectant Mothers Risk Assessment
Noise	Personal Safety & Lone Working
Risk Assessment	Safer Handling (loads and people)
Stress/Team Resilience	Working at Heights

Healthy and Safe Workplaces

The following health and safety issues relate to the management of premises and ensuring the workplace is safe. For these issues you must follow the policy of the organisation that your workplace is based in.

Incident Reporting

Staff must report incidents immediately to their manager. Staff who are co-located to work in a host organisation should report incidents to their manager in the host organisation. An incident form must be filled in following the host organisation's incident reporting procedure and the line manager should then complete an appropriate investigation. The incident report should then be copied to both the host organisations' Health & Safety department (who will

report the incident, where required, to the HSE in accordance with RIDDOR (the Reporting of Injuries, Disease and Dangerous Occurrences Regulations) and carry out an investigation where appropriate) and the employee's organisation. In relation to incident forms relating to staff members then the employee's organisation will need to be notified by the host organisations by using the notification section at the end of the incident form by sending it to the following email address:

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Training

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The Council will ensure that all co-located staff receive appropriate training and development to enable safe and effective practice.

The Host Organisation should provide suitable training courses to help staff fulfil the job role and should not rely on the employing organisation. Where supplementary training is only provided at either the Trust or the Council then the respective workforce development team needs to be contacted to discuss the training need, likely numbers of attendees and any associated costs.

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SCHEDULE 9 – Joint Management of Change and Redundancy Policy



Document	BHCC SPFT S75 Joint Management of Change and Redundancy Policy
Audience	BHCC SPFT Management, Human Resources, recognised Unions
Date Agreed	Adopted January 2007 Reviewed April 2013 Reviewed September 2019 Reviewed May 2022
Review Date	August 2023

1.0 Introduction and Overview

1.1 The purpose of this policy is:

- To ensure that change is managed in a timely, fair and well-planned way
- To ensure that consultation with staff takes place in a meaningful and positive way.
- To provide mechanisms for ensuring that skilled and valued staff are not lost and staff are not placed at risk of redundancy where this can be avoided.
- To manage change in accordance with best practice, statutory requirements and in accordance with both organisation's commitment to equality and diversity.

1.2 The terms "Host" and "Employing" Organisation are those defined in paragraph 2.1 of Schedule 6 of the Agreement i.e.

- The "Host Organisation" = the organisation the member of staff will be working for during the term of the secondment.
- The "Employing Organisation" = the organisation the member of staff is contracted to work for.

Change may result from a number of different situations such as the re-organisation of a department or a need to make financial savings, the need to change working practices, to improve standards, or the need to combine or reconfigure services. Much of the change will not lead to staff being placed at risk of redundancy though there will be instances where this may be the case for some staff. This policy concentrates on requirements where change may have an impact on job roles or employment security. Many of the principles relating to staff consultation will also apply to situations where employment is not at risk and to staff transfers under the Transfer of Undertakings (Protection of Employment) Regulations (2006) as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

- 1.3 There is recognition of the value that recognised trades unions can make in the change process in supporting staff. Staff have the right to be accompanied by trade union representatives at individual meetings, and to be represented at group meetings and throughout the consultation process.
- 1.4 This policy seeks to be applicable to the majority of changes. Where changes take place nationally, or within the local health economy, specific guidance may be issued to manage some of the elements of the change process consistently between organisations which all organisations involved will be required to adhere to. Where the guidance differs from the arrangements set out in this document additional guidance will be developed to supplement or amend this policy.

2.0 Planning

- 2.1 Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group. Neither Party shall materially alter the number of staff carrying out the functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 2.2 Managers are expected to plan their workforce needs and would normally maintain appropriate staffing levels and skill mix by natural turnover of staff. Where changes in staffing needs can be predicted, managers should work towards achieving those targets by, for example, freezing recruitment to certain posts or taking new staff on short term contracts, training and development of existing staff or redeployment elsewhere within the employing organisation. It is essential that advice is sought from the appropriate HR advisor at the earliest stage.
- 2.3 However, it is recognised that not all changes can be foreseen in the long term or there may be overriding factors that necessitate structural changes that cannot be achieved via natural turnover alone. Where this occurs, the organisation undertakes to consult fully and at the earliest practicable opportunity.

3.0 Consultation

- 3.1 Normally there will be a clear expectation that Trade Union/Professional Bodies will be informed of proposed change prior to commencing wider staff consultation. In the spirit of openness and partnership working many changes are discussed with staff and staff representatives prior to the commencement of formal consultation. It is strongly recommended that where appropriate, managers discuss the outline of proposals with staff at an early opportunity to benefit from their knowledge about their job functions. This may take place prior to the finalisation of new structure proposals.
- 3.2 Consultation with staff and unions should begin at the earliest possible point. By doing so this allows for staff and their representatives to put forward their views so these may be explored jointly before any final decisions are taken. In cases where a change is anticipated but the nature of it is unclear, management should ensure that staff are kept informed of developments. However, consultation must be entered into at an early enough stage to allow staff the opportunity to contribute to the final outcome.
- 3.3 Where staff are at risk of redundancy due to the change, consideration will be given to all reasonable alternatives to avoid any redundancies.

4.0 Period of Consultation

- 4.1 Where changes are planned that affect the workforce a period of consultation will be agreed with staff and union representatives. This will be a reasonable period in the light of the nature of the change and is not likely to be less than 4 weeks or in excess of three months but will be planned to allow sufficient time:-
- to receive information about the proposed change
 - to discuss this, make comments, ask questions
 - to receive a response to those comments and questions.
- 4.2 Where the changes proposed are likely to result in redundancies, consultation periods will comply with the statutory requirements placed upon employers.
- 4.3 The length of the consultation period may be extended where there is reasonable justification, subject to the agreement of both management and trade union/professional body.

5.0 Consultation Document

- 5.1 As part of the consultation process managers will produce a consultation document which outlines the proposed change. The information contained in this document should outline the current situation including
- where relevant - the current staffing structure and grade
 - where relevant - the proposed future situation, outlining the proposed staffing structure and grades
 - the reasons for the proposal
 - proposals on the steps towards achieving the change based on the principles in this document including specific reference to time scales
- 5.2 Where a redundancy situation is envisaged the document should make clear the information required under employment legislation including the numbers of any possible redundancies and the proposed method of selection and timetable as outlined above. Management will also provide any other reasonable information requested by trade unions/professional bodies or staff.
- 5.3 Consultation will be undertaken with the aim to reach agreement with staff and their union representatives and where there is a potential redundancy situation work in partnership to explore ways of:-
- avoiding the proposed dismissals
 - reducing the number of employees to be dismissed
 - mitigating the consequences of the dismissals on the individuals concerned
- 5.4 Should the agreed consultation period be exhausted without agreement being reached or any viable alternative identified, the consultation process will be brought to a close and staff be given notice of the date on which the proposed change will take place.
- 5.5 To ensure that the consultation period is used effectively staff and union representatives are requested to make comments and suggestions about the proposals in a timely fashion. While it is understood that some points may not be settled until the end of the consultation period, any issues of major consequence to

staff must be highlighted within the early stages of the process in order to allow management to respond and consider alternatives.

- 5.6 It is important that staff and their representatives notify management of concerns at an early stage to allow consideration of alternative proposals. It may not be feasible to extend the consultation period where staff and union representatives have not fully utilised the consultation time available to them.
- 5.7 Joint consultation with the unions and the staff may take different forms and these should be agreed at the outset in the light of what is proposed in the consultation document. Consultations may involve full staff meetings including trades union/professional body representatives, or a combination of staff meetings and union meetings.
- 5.8 Where staff meetings take place, it is important that management ensure that there is a mechanism for staff who are unable to be present to be informed about what has been discussed at the meeting. This will usually take the form of a letter outlining the main points discussed and any agreements reached.
- 5.9 Throughout the period of consultation the employer agrees to:-
- provide adequate information about the proposal to enable a full response to be made
 - allow sufficient time for the unions to consider the proposals and properly consult with their members
 - consult directly with the employees over the proposals both individually and collectively to ensure a full understanding of the proposals and their implications
 - allow staff affected and the unions to express their views and any concerns about the proposals
 - allow the unions and staff reasonable time to formulate and present any counter proposals for consideration
 - formally respond on the outcome of these considerations and where any alternative proposals have been rejected, state the reasons why.

6.0 Individual Consultation

- 6.1 At joint consultation meetings it is not appropriate to discuss the particular circumstances of individual staff. It is imperative that individual meetings are scheduled to take place at the earliest opportunity after the first consultation session. This is particularly important where redundancies are being considered.
- 6.2 In certain circumstances, where, for example one or two individuals in identifiable posts are affected by redundancy and no others are, or an individual affected by redundancy is the manager of the service, it may be appropriate to discuss with such staff, their individual situation prior to the overall consultation meeting to avoid embarrassment.
- 6.3 At each individual meeting the member of staff will have the opportunity to be accompanied by their representative, or if not in a union, they may choose to bring a colleague with them for moral support. The meeting will be held by their manager, or a representative of their manager who is fully versed in the proposals and the reasons for their proposals. It is advisable to involve an HR representative in the meeting but an HR representative must be in attendance if there are to be any staff members involved who are at risk of redundancy.

- 6.4 At the meeting the individual will be advised of:-
- the proposed changes and how these will affect them personally, including if they are at risk of redundancy
 - the reasons for the changes including the potential redundancies in the particular area of service
 - the process to be adopted including any agreed methods for reducing the numbers of redundancies

The member of staff should be asked for their views about the proposed change. They may wish to have their views represented by their representative. They will also have the opportunity to state their preferences for their own individual position in any future structure or working pattern. There is no obligation on the organisation to adhere to preferences if unable to.

- 6.5 Where a member of staff does not wish to be accompanied by a union representative or colleague, consideration will be given to them bringing a friend for moral support with agreement from the panel chair. In such cases their friend will not have the right to speak on their behalf or take a significant part in the meetings.

7.0 Notification of risk of redundancy

- 7.1 Following the individual consultation with staff where redundancies have been identified in the service, those staff will be issued with formal notification of their status of being "at risk of redundancy". This will enable them to be included in any redeployment pool for alternative employment in accordance with this policy.
- 7.2 Staff will normally be required to work their notice, in certain circumstances different work or leave arrangements may be negotiated by either party. There is no contractual arrangement for Council staff to be paid "in lieu" of notice, although this is provided for within the SPFT employment contract.
- 7.3 Reasonable time off to look for work and attend interviews will be granted.
- 7.4 A failure to accept or apply for suitable alternative employment that is identified through the re-deployment process may invalidate the member of staff's entitlement to redundancy pay.

8.0 Procedure for Appointment to New Staffing Structures

- 8.1 This procedure applies when the structure of the department changes in one or more of the following ways:-
- merging roles and responsibilities,
 - creation of new roles and responsibilities,
 - merging of departments and a change to the skill mix within the department
 - reduction in a number of posts at a particular level, or an increase in the number of posts at a particular level.
- 8.2 The procedure for the selection of staff to occupy posts in the new structure will be determined following consultation with the affected team and will be written in line with the principles below.

- 8.3 **Job Descriptions and Person Specifications**
Full job descriptions and person specifications will be produced prior to the appointment to posts, in sufficient time for consideration by all potential eligible candidates. Job descriptions will generally be available as part of the consultation document package. Where staff views are necessary for their production they will be issued in draft form and revised during the consultation process.
- 8.4 **Automatic appointment**
When new posts are created which are broadly similar in nature to existing posts and of the same grade and there is no reduction in the number of posts, the existing post holders will be automatically appointed into the new post. It is envisaged that such posts would be assessed as being broadly similar to the previous post.
- 8.5 **Staff will not be required to complete formal application forms for ring-fenced posts.**
- 9.0 Competitive “slotting in”**
- 9.1 Once the automatic “slotting in” process is complete, the structure will be appointed to from the top down in most instances. Where there is no right to automatically “slot in” or reduction in the number of posts, a competitive “slotting in” process will take place. Posts will be ring-fenced for staff in the affected group in the first instance. Members of staff will be required to demonstrate that they have the skills necessary or could develop the skills necessary within a reasonable time period i.e. within six months.
- 9.2 Staff who are in posts that are not assessed as broadly comparable but contain some similar duties and responsibilities to the newly created posts, will be invited to apply for these posts. This is to ensure that people with the most appropriate skills are considered for the posts. A member of staff may express an interest in more than one post.
- 9.3 Staff will be asked to write a short statement outlining their suitability for the post, their skills, qualifications and experience. They will be shortlisted if they meet the criteria in the person specification.
- 10.0 Interviews for competitive “slotting in” process**
- 10.1 Arrangements will be made to provide support and advice about the interview process to those that request it.
- 10.2 Every effort will be made to ensure that interviews are as informal as possible, however a degree of formality will be required to ensure that each interview is consistent and evidence can be gathered about each candidate in full for consideration against the person specification.
- 10.3 The panel will comprise of the appointing manager, a relevant professional from outside the department and/or a member of the supporting HR department. Every effort will be made to ensure that the panel consists of no more than 3 people. This may not be possible in certain posts, such as those involving multi-agency or multi-department working or for very senior posts.
- 10.4 The panel will take care that their questioning allows the candidate to show the full range of their skills and experience, only information presented at interview will be considered. Skills, such as presentation skills will, where necessary, be assessed from

performance in tests, in addition to the interview. The panel may give all candidates information about the main areas for discussion prior to the interview. Formal feedback will be available to all candidates on their performance.

11.0 Advertisement of Posts

- 11.1 Once the automatic and competitive slot process is complete, unfilled posts will be advertised through the normal recruitment processes identified in Schedule 8 (HR Protocol).

12.0 Measures to retain staff in employment: Redeployment

- 12.1 When one or a number of staff are identified as being at risk of redundancy, management will seek to identify suitable or potentially suitable posts for them. Suitable posts may be identified from across the Services. In addition:
- for staff employed on Trust contracts of employment, posts will be identified from across the Trust (or successor organisation) services.
 - for staff employed on Brighton and Hove City Council contracts of employment, posts will be identified across the City Council.
- 12.2 Staff who are declared "at risk" will be asked to clearly identify the areas of alternative work within which their skills and interests lie on redeployment pro-forma. The redundancy and redeployment process will be discussed with the individual at this time. Once completed, the pro-forma will be used to clearly identify areas of work that may offer suitable employment and where practicable a recruitment freeze in those areas will be actioned. To ensure that the impact on other services is minimised there will not be a blanket approach to freezing posts. As soon as the change proposals are announced, it is expected that vacancies will be frozen or appointed to on a temporary basis within the service in which the change is taking place. Where possible, in the first instance staff will be redeployed within the service in which they currently work but should this not be practicable, re-deployment on a wider basis will be considered.
- 12.3 Other measures may be considered such as reduction in the use of bank staff, agency workers or overtime where these cover what could be translated into a permanent vacancy.
- 12.4 Posts identified through any of these processes will be ring-fenced in the first instance for consideration by those staff who require re-deployment. The ring fence of posts will be open to include staff who are being re-deployed for reasons other than redundancy.
- 12.5 Due to increased partnership working between organisations and increasing opportunities for staff development between organisations, careful consideration will need to be given to staff in the following situations when determining eligibility for consideration for posts in the new structure.
- Joint posts
 - Fixed term contracts

- 12.6 Staff seeking redeployment will be matched against suitable vacancies and where a reasonable alternative post is identified an appointment will be made outside of any other recruitment process.
- 12.7 Staff with redeployment status may apply for posts that they have not been matched to i.e. promotional opportunities but in these cases they would apply and be considered in line with normal recruitment procedure.
- 12.8 Temporary re-deployment: re-deployment to a suitable temporary position will be considered in agreement with the member of staff. This will be intended to allow a longer period to seek permanent re-deployment. Redundancy pay will not be affected by the acceptance or refusal of such a post.
- 12.9 If satisfactory alternative employment is not found at the end of the dismissal notice period, redundancy pay will be paid as per the individual employee's contract of employment.
- 12.10 Protection will apply to staff being redeployed into temporary posts but such service will be counted towards the total period of protection entitlement.
- 12.11 Trial periods: all employees who are redeployed owing to being at risk of redundancy are entitled to a trial period of 4 weeks. The dates of the trial period should be recorded in writing. The purpose of this is to allow the manager and member of staff to determine if the post is suitable. The employee can try out a post they may not be sure about without jeopardising their entitlement to redundancy pay. In some circumstances a longer period can be agreed but this may affect entitlement to redundancy payment and a full discussion regarding this should take place at this time.
- 12.12 The manager may be encouraged to recruit someone who may need additional training as he/she will have an opportunity to assess their general suitability and potential during the trial period.

13.0 Pay Protection

- 13.1 Where an individual who is deemed at risk of redundancy moves to a suitable alternative post which attracts a lower wage or salary, the pay protection policy of the Employing Organisation will apply.
- 13.2 BHCC Excess Mileage Policy or excess mileage as set out in the SPFT Protection of Pay & Conditions of Service Policy may be applicable depending on the circumstances of the change.

14.0 Criteria for redundancy selection

- 14.1 It is in the interest of the service to retain staff with the most relevant skills for the posts available. However, in circumstances where compulsory redundancies have been identified any selection criteria for redundancy will be undertaken reasonably and in accordance with objective criteria.
- 14.2 In these cases, consideration will be given to expressions of interest in voluntary redundancy. Volunteers will be accepted dependent on financial considerations, public

accountability for public service expenditure, and the overall need for the skills of the individual within the service. Volunteers will normally only be accepted where it reduces the need for compulsory redundancies.

- 14.3 It will be the responsibility of each employing organisation to determine the criteria for selection following consultation with the recognised trade unions/professional bodies.

15.0 Redundancy

- 15.1 Notice of redundancy will generally be issued to those at risk once the department structure is filled, or during the process of re-deployment. Notice will be issued to be in line with the planned implementation date of the new structure changes. The process for redeployment of staff will continue during the notice period. Reasonable time off to look for work and attend interviews will be granted.

- 15.2 Dismissal process: ending employment through redundancy is a dismissal and must follow statutory requirements of a three stage dismissal to comply with the Employment Act 2002. There may be exceptions where collective redundancies of 20 posts or more over a 90 day period are being considered.

- The first stage is to notify the staff member in writing of the reasons for their proposed redundancy (see para 4.1 above). The outcomes of consultation and the reasons for the outcome of selection decisions and any measures to maintain employment will be confirmed in writing to the individual.
- The second stage is to meet with the employee to discuss the proposal and to confirm the decision following completion of any consultation and selection procedures. This meeting should be conducted by the manager with designated authority to dismiss the employee under their disciplinary procedure and will confirm the dismissal by reason of redundancy. The employee will be notified of their right to appeal in the meeting and this will be noted in the letter confirming the issuing of notice.

Every effort will be made to hold this meeting at a time and date convenient to the post-holder. If they are unable to attend for good reason e.g. sickness, an alternative date will be set within 7 days. If they subsequently fail to attend or did not have a good reason the organisation may decide to issue notice of redundancy without further attempts to arrange a meeting.

- The third stage is to hold an appeal hearing should the employee wish to take up this option. Where possible, the appeal will be heard by a manager more senior than the dismissing manager. The outcome of the appeal hearing will be notified to the employee in writing. There will be no further levels of appeal within the organisation.
- 15.3 Redundancy payment: A redundancy payment will be made where appropriate in accordance with the terms and conditions of the employee's contract of employment. Staff will normally be required to work their notice, in certain circumstances different work or leave arrangements may be negotiated by either party. There is no contractual requirement for Council staff to be paid "in lieu" of notice.

- 15.4 A failure to accept or apply for suitable alternative employment that is identified through the re-deployment process may invalidate the member of staff's entitlement to redundancy pay.

SCHEDULE 10 – Safe & Effective Practice



Document	BHCC SPFT S75 Safe & Effective Practice
Audience	BHCC SPFT Management and Staff
Date Agreed	August 2022
Review Date	August 2023

1. Introduction

In the spirit of joint working, collaboration and maintenance of positive working relationships, this schedule assumes that the following **core principles** will underpin existing and future joint operational and strategic processes, actions, and developments

- Ensure that all practice developments are focused upon improving outcomes for the population we serve.
- Always consider the impact of any changes on our staff teams, working to make our joint systems collaborative and supportive for all.
- Encourage openness and transparency between organisations, to foster trust and communication.
- Focus upon reducing and eliminating duplication of work, to reduce 'hand-offs'.
- Develop systems that enable and empower front line staff to make decisions and thereby reduce unnecessary escalation.
- Set up systems and structures that necessitate regular communication between services at all levels and encourage joint working and collaboration.
- Continue to use the above principles to review and challenge how we are progressing as the new partnership develops.

In common with all practitioners across council adult social care services, mental health social work operates within a model of practice which is strengths based and person-centred and which enables people with care and support needs to maximise independence, prevents the escalation of need, and provides timely information and advice.

2. Safe & Effective Practice

Safe and effective social work is achievable when the operating conditions are such that the role of mental health social work is well understood and that the organisations responsible for the provision of social work provide the necessary support and oversight.

To achieve consistently high-quality outcomes for service users and carers, social workers and social care workers who are employed by Brighton and Hove City Council must:

1. Have and maintain the skills and knowledge to establish effective relationships with people who use social care services and with professionals in a range of agencies and settings and be the key connectors in communities.
2. Be a highly visible and their contribution to mental health care more broadly should be well understood by all.

This schedule emphasises the importance of systems approach to supporting social work in its delivery of mental health care and sets out the key components and expectations of the host and employing organisation.

The intention is to develop a working environment where social work/social care practice and social workers flourish, in turn supporting recruitment and retention and enhancing reputation as a service provider and the experience of people who use mental health social work services.

The shared core expectations of Brighton and Hove City Council (BHCC) (the Employing Organisation) and Sussex Partnership NHS Foundation Trust (SPFT) (the Host Organisation) will enable social workers and social care practitioners (and SPFT employees undertaking delegated statutory social care functions) to work effectively and safely.

SPFT understands and actively promotes the role of statutory social work and social care and in turn ensures that all staff, stakeholders, and people who use services understand its role and function.

3. Statutory Context

Mental health social workers and social care workers who are co-located in SPFT work collaboratively with a range of mental health professionals with a common aim of supporting the wellbeing of people with care and support needs. Applying professional knowledge, values and skills, social workers perform a range of statutory functions on behalf of BHCC.

Social Workers discharge these delegated statutory functions through regulated professional practice. The provision of social care is shaped by statute and statutory guidance and by the following legislation:

- ☐ Care Act 2014
- ☐ Mental Capacity Act 2005 and DoLS
- ☐ Mental Health Act 1983, as amended in 2007 (New Mental Health Act expected to be law from 2023/4)
- ☐ Human Rights Act 1998
- ☐ The Domestic Violence, Crime and Victims Act 2004 and subsequent legislation relating to DVPN, DVPO, the criminal offence of Coercive and Controlling Behaviour, Modern Slavery and Forced Marriage.
- ☐ Working together to Safeguard Children is clear that S11 Children Act 2004 is equally applicable to health and social care staff.

For the purposes of this schedule, the expectations for safe and effective practice must be delivered within the framework of the [Standards for Employers of Social Workers](#)

Standard 1 Strong & Clear Social Work Framework
Standard 2 Effective Workforce Planning Systems
Standard 3 Safe Workloads & Case Allocation
Standard 4 Wellbeing
Standard 5 Supervision
Standard 6 Continuing Professional Development
Standard 7 Professional Registration
Standard 8 Strategic Partnerships

Strong & Clear Social Work Framework (Standard 1)

Social Work professional practice contributes to wider service quality outcomes and achieves this through four core elements:

1. Application of the law and legal literacy.
2. Practice, which is explicitly person centred, strength-based and human rights driven,
3. High performing and professionally accountable practice informed by theory, post qualifying standards, research and policy and the values and standards set out by the professional regulator.
4. Operating within the BHCC performance framework which includes core metrics around operational activity, safeguarding, finance and workforce. The metrics are defined within Schedule 2 (Performance Indicators).

BHCC Social Work is responsible for specific statutory functions which are performed on behalf of BHCC. These duties take primacy over any other mental health function that the social worker's host team or service is responsible for.

It is expected that registered BHCC mental health social workers and BHCC managers provide advice, support, and guidance to SPFT staff to assist compliance with Care Act statutory duties on a day to day and case by case basis.

All BHCC Social Workers and social care workers operate within the defined adult social care model of practice which uses *strength based and person-centred* approaches to conduct the range of statutory duties as outlined below.

Application of professional knowledge and skills is evidenced through accurate record keeping and recording.

(Insert Table on where work must be recorded – Eclipse or Care Notes or both)

Task	Eclipse	Carenotes
S42 (Care Act) Safeguarding	All referrals, forms and casenotes to be recorded on Eclipse.	Duty LEO adds alert in Care Notes which should reflect that there is an open S42 within Eclipse. Inform LP and/or Team Lead of the concerns (and forward any documents) who will then be responsible to update Care Notes including updating Risk assessments and Care Plans.
S117 (Mental Health Act) Aftercare Planning/Reviews	All forms and casenotes to be recorded on eclipse.	Alert to be added on care notes to reflect s.117 entitlement. Care Plan to be updated by LP to reflect s117 aftercare provision.
Care Act Assessments and Support Planning/Reviews	All forms and casenotes to be recorded on Eclipse.	Information to be shared with LP and recorded on Carenotes and in care plan. If there is no LP, the s75 worker will add a note to Carenotes summarising the support plan.
Mental Capacity Act Assessments and Best Interests Decisions which relate to statutory decisions	All forms and casenotes to be recorded on eclipse.	Casenote to be recorded to Carenotes if appropriate.
Restrictive Practices, DOLS, DOLS Objections	All forms and casenotes to be recorded on eclipse. All legal paperwork to be uploaded on eclipse.	Casenote to be recorded to Carenotes if appropriate.
Mental Health Act Assessments and related statutory assessments	Currently under review	Currently under review

For the purposes of this schedule, BHCC Mental Health Social Work functions are defined as:

1. Promotion of individual wellbeing (Care Act 2014).
2. Providing advice and information (Care Act 2014).

3. Undertaking assessment, care, and support planning duties in line with the Care Act and [statutory guidance](#).
4. Support Planning to meet eligible care and support needs including but not restricted to the acquisition of commissioned services.
5. Supporting the transition into adulthood for people with care and support needs.
6. Contributing to planning arrangements for people subject to Mental Health Act S117 After Care.
7. Providing professional social work interventions to meet eligible social care needs or to ensure that the wellbeing (Care Act 2014) of a person with care and support needs is supported.
8. Leading Safeguarding Adults enquiries and overseeing support arrangements for people at risk of abuse or neglect.
9. Performing statutory duties associated with the Mental Health Act when acting as an Approved Mental Health Professionals (AMHP).
10. Maintaining Legal literacy to support excellent practice, including: Care Act, Mental Health Act, Mental Capacity Act, Equality Act, Human Rights Act, Children and Families Act, Criminal Justice legislation.
11. Maintaining an understanding of the social determinants of health (i.e. relationships, financial security, and employment) and championing social and psychosocial interventions for people with mental health needs.
12. Social supervision under Part 3 of MHA.

Existing systems are already in place to deliver these functions, but under this agreement a Joint Operational Group (JOG) (see section 11 below) is tasked with reviewing and developing these processes to ensure they deliver on the principles and statutory requirements outlined above.

Cases which present high risk to individual(s) with care and support needs, which are complex or high profile, or which present a reputational risk to BHCC should be escalated through agreed channels via the General Manager for Adult Social Care

Effective Workforce Planning Systems (Standard 2)

Maintaining safe and effective practice is critically dependent on effective workforce planning and vacancy levels across SPFT and BHCC. Staffing levels will be maintained in line with those outlined in Schedule 6 (staff posts allocated to the arrangements).

Where the delivery of statutory social care would be compromised by labour market influences such as those resulting in a low supply of appropriately qualified social care staff (or where this is anticipated), the Joint Operational Group will monitor and agree actions which promote the continuation of safe and effective practice. Necessary remedial actions will be set out by the JOG to mitigate identified risks relating to BHCC being unable to discharge statutory Care Act duties due to workforce depletion.

Workforce risks will be logged on the JOG risk register.

The Joint Operational Group (JOG) will agree a joint approach to the recruitment of Newly Qualified Social Workers and the provision of placements for social work students, maintaining links with Higher Education Institutions (HEIs) through BHCC Professional Education

Consultants, Learning and Development team and through the BHCC social work Teaching Partnership.

Workforce needs will be overseen by the JOG alongside broader performance measures to ensure that staffing levels are adequate to maintain core business for both SPFT and BHCC and that safe and effective practice is supported.

The JOG will escalate workforce needs to Joint Management Group where necessary.

Safe Workloads & Case Allocation (Standard 3)

It is the responsibility of BHCC, (through designated management roles) to oversee social care work which falls within the definitions in Standard 1 above and this includes the allocation of work.

A mechanism for safe and timely allocation of work will be agreed through the JOG to ensure oversight, accountability and safe and transparent decisions in line with the expectations set out in this schedule. This will be a system agreed jointly with social work practitioners and line managers to set transparent safe working levels in each service area.

Caseloads will be regularly assessed by the practitioner, their supervisor and line manager (where they are different) to take account of work complexity, individual capacity and time needed for supervision and continuing professional development.

Cases will be allocated transparently, with prior discussion with the individual social worker/social care worker, and with due consideration to experience and existing caseloads

Professional judgment about workload capacity issues will be respected in line with the requirements of the practitioner's professional registration (Social Work England Professional Standards).

Contingency action will be taken when workload demand exceeds staffing capacity and escalated, in the first instance to the joint operational management group.

Wellbeing (Standard 4)

SPFT will provide a safe working environment for co-located social workers/social care workers and ensure that their health, safety and welfare needs are met.

Managers with operational responsibility for BHCC employees should refer to the HR schedule.

Managers with operational responsibility for BHCC employees should also refer to the BHCC attendance management tool kit and policy and the BHCC flexible working policy.

Health and safety at work is not only determined by the physical environment but also by the nature of work, which, in the case of social work/social care work is emotionally demanding and complex. BHCC provides a number of [resources, support and guidance](#) in relation to improving general wellbeing of everybody working for the council.

SPFT will ensure the availability of confidential, private spaces which are available for supervision, informal confidential professional discussions between colleagues and other professional meetings.

BHCC will provide co-located staff with the practical tools to work effectively, for example, access to the case recording system (Eclipse), information technology and relevant training to use systems.

Jointly agreed lone working policies will be in place and robustly implemented.

There will be jointly agreed mechanism which enables staff to report and respond to their experience of racism, bullying and/or harassment and ensure staff know about and have access to the Council's BME and Disabled worker fora.

SPFT will actively support social workers and social care workers to participate in professional peer group meetings such as the social work forum which provide an important source of additional support.

Supervision (Standard 5)

Supervision is a core process in supporting the delivery of high quality and high performing mental health social care services. It is an integral part of professional practice, ensuring that people who use social care services are getting the right help and are supported to achieve best outcomes.

It is essential, therefore, that practitioners who are managing complex and emotionally challenging situations have access to regular, high-quality supervision from skilled supervisors and that they engage with reflective practice groups, where they are available.

Supervisors have responsibility for overseeing the professional practice of social workers and social care workers.

BHCC will ensure the availability of professional supervision and reflective practice groups in line with its supervision policy. The policy specifies that supervision should take place regularly, as a one-to-one meeting, in an environment in which confidential discussions can take place.

SPFT will enable social workers and social care workers to access and engage with supervision in line with BHCC's supervision policy and will maintain compliance with the expectation that formal 1 to 1 supervision should be provided, at a minimum, of once every 4 – 6 weeks but the frequency should also be tailored to the supervisee's professional needs.

Where management and supervision arrangements are shared between a SPFT line manager and a BHCC practice supervisor, respective roles, responsibilities, and accountabilities must be set out in the supervision agreement to ensure that they are clearly understood. It is expected that these arrangements are reviewed regularly to ensure that they continue to offer the supervisee the right level of managerial, performance and professional support to maintain safe and effective social work/care practice and that the practitioner is confident in their knowledge and skills to support the delivery of health related (SPFT) tasks

Continuing Professional Development (Standard 6)

BHCC will ensure that all co-located staff receive appropriate training and development to enable safe and effective practice and to meet professional registration requirements (for regulated professionals).

BHCC will ensure annual appraisal and development reviews (PDPs) are undertaken by management for all BHCC employed co-located staff and that this information is used jointly by Council and Trust managers for the co-located staff as appropriate for the purposes of individual development activities.

SPFT will allow all co-located staff learning and secondment opportunities as per the Council policy.

SPFT will provide development opportunities to co-located BHCC staff to ensure that they have access to necessary and appropriate training opportunities relating to clinical aspects of mental health which are applicable to social care practitioner roles or which support collaborative working across multidisciplinary teams.

BHCC has delegated statutory care and support planning functions to SPFT. BHCC must therefore ensure that these functions are carried out and that all relevant duties under the Care Act, regulations and statutory guidance are fulfilled.

As SPFT is carrying out care and support functions on behalf of BHCC (for example conducting a care act assessment) relevant SPFT Staff must have the appropriate training, knowledge, and skills to do so.

BHCC will ensure that appropriate training and development opportunities are available to SPFT staff who undertake care and support planning statutory duties on its behalf and SPFT will enable these staff to participate in this training.

Where mandatory training targets have been jointly agreed with the aim of enabling safe and effective practice (either solely for BHCC or jointly for SPFT/BHCC staff), these will be monitored by the BHCC Finance and Performance Board.

Training requirements and expectations (including training targets) may evolve where practice development needs are identified through the Joint Operational Group (JOG).

The BHCC Practice Development and Assurance Board (PDAB) is responsible for governing, steering and leading practice development requirements. The JOG will therefore be represented at the PDAB.

Professional Registration (Standard 7)

BHCC will reimburse registration fees for co-located BHCC staff in circumstances where professional registration is a requirement of the role.

SPFT and BHCC will be familiar with Social Work England's [Professional Standards](#) for safe and effective practice and understand a social worker's regulatory requirements to maintain their professional registration.

SPFT will foster and encourage a culture of ethical practice to ensure that social workers are supported to challenge unsafe practice and report concerns in accordance with professional standards.

Social Workers will be supported and encouraged to uphold the regulators professional standards which are specialist to social work, ensuring that effective CPD opportunities and supervision are provided.

SPFT and BHCC will support social workers in upholding the regulator's professional standards, which are specialist to social work, ensuring effective CPD opportunities and supervision are provided.

Any decision about fitness to practice referral to professional regulators will be taken following or in conjunction with formal HR procedures and in consultation with the BHCC Principal Social Worker.

Strategic Partnerships (Standard 8)

BHCC and SPFT recognise that the expectations set out in this schedule requires a jointly agreed programme of work which sets out priorities and monitors progress and actions. This is an essential requirement to deliver the best outcomes for both staff and population

To enable this, the following governance structure has been jointly agreed:

- Quarterly Joint Management Group (Schedule 4) provides over-arching governance for the Section 75 agreement.
- A monthly Joint Operational Group (JOG) is responsible for developing a jointly agreed work programme to improve and maintain operational practices, pathways and processes which enable safe and effective practice as outlined within this schedule.
- The JOG will jointly monitor, develop and where necessary improve operational processes and pathways. The JOG will use existing performance measures and feedback sought from practitioners to inform actions and priorities. The JOG will provide quarterly progress and update reports to the Joint Management Group.
- The JOG will develop and maintain a risk register to identify and monitor operational risks which relate to compliance with BHCC's statutory duties and practice requirements, and which includes specific reference to assessing compliance with the expectations set out in this schedule.
- The JOG will use data to monitor compliance with BHCC performance indicators.
- Where the JOG identifies the need for additional performance measures (quantitative or qualitative), approval will be sought from the BHCC Finance & Performance Board. The BHCC Finance & Performance Board is responsible for strategic oversight of Health and Adult Social Care performance more broadly.
- Where SPFT operational team leads are responsible for the day-to-day management of social care practice and compliance with BHCC statutory social care duties, there participation in the JOG is an essential requirement.
- It is the responsibility of SPFT to ensure that team leads are adequately familiar with the social care requirements of their role and that this is reflected in the induction of new staff and in ensuring access to the relevant social care training and continuing professional development.
- There will be joint participation in quality assurance/ practice audits, as required by BHCC.

Appendix 1

Joint and BHCC Governance Functions

BHCC Finance & Performance Board	Enables oversight of directorate performance within a framework of key performance indicators - providing a forum for actions to be agreed and progress monitored	
BHCC Practice Development & Assurance Board	Provides governance and a visible platform for practice development and assurance. It is responsible for quality assurance of practice, identifying gaps and making recommendations for development/investment to the Director of Adults Social Services (DASS), reporting quarterly to the BHCC Directorate Management Team (DMT).	
Joint Operational Group	<p>Review and develop processes to ensure they deliver on the principles and BHCC statutory requirements (Standard 1)</p> <p>Monitor workforce vacancies to promote the continuation of safe and effective practice. Maintain a risk register of workforce related risks (Standard 2)</p> <p>Agree a joint approach to the recruitment of Newly Qualified Social Workers and the provision of placements for social work students (Standard 2)</p> <p>Jointly agree a mechanism for safe and timely allocation of work to ensure oversight, accountability, throughput, and safe and transparent decisions in line with the expectations set out in this schedule and to set transparent safe working</p>	

	<p>levels in each service area (Standard 3)</p> <p>Take Contingency action when workload demand exceeds staffing capacity (Standard 3)</p> <p>Identify practice development needs and maintain links with the BHCC Practice Development and Assurance Board (PDAB) (Standard 6)</p> <p>Develop a jointly agreed work programme to improve and maintain operational practices, pathways and processes which enables safe and effective practice as outlined within this schedule. (Standard 8)</p> <p>Develop and maintain a risk register to identify and monitor operational risks relating to compliance with BHCC's statutory duties and practice requirements, and which includes specific reference to assessing compliance with the expectations set out in this schedule (Schedule 8)</p> <p>Provide quarterly progress and update reports against the work programme to the Joint Management Group and as required to the BHCC Finance and Performance Board and the BHCC Practice Development and Assurance Board (Standard 8)</p>	
Joint Management Group	Provides over-arching governance for the Section 75 agreement, and the separate schedules identified within it	

SCHEDULE 11 – Joint Operational Group



Document	BHCC SPFT S75 Joint Operational Group
Audience	BHCC SPFT Management
Date Agreed	August 2022
Review Date	August 2023

Composition and operation of the Joint Operational Group

1. The Group shall comprise:
 - (i) the Council General Manager of Social Care Mental Health Services
 - (ii) the Trust General Manager of Mental Health Services
 - (iii) the Council Operations Manager of Social Care Mental Health Services
 - (iv) the Trusts Team Leads and Service Managers of Mental Health Services
2. The meetings will be co-chaired by the General Managers for the Council and Trust.
3. Other individuals from each Partner may be invited to attend Group meetings at the invitation of the relevant Partner but such individuals shall not be considered Members for quorum or decision-making purposes.
4. Meetings of the Group will take place at least monthly but the Group shall have the power to vary this frequency.
5. Meetings of the Group shall be quorate only where both Partners are represented at such meeting and the following Members are present:
 - 5.1. For the Council, either the General Manager or an Operations Manager
 - 5.2. For the Trust, either the General Manager or a Service Manager
6. Decisions shall be made by consensus among the Partners.
7. Formal minutes of the Group shall be taken.

Part 2

Strategic governance and review functions of the Group

8. Governance overview

The overarching obligations of the Group shall be:

- (i) to monitor, review and take decisions regarding performance data
- (ii) To monitor, review and take decisions in support of safe and effective practice
- (iii) To monitor, review and take operational decisions regarding workforce planning

9. The role of the Group is as follows:

- 9.1 oversight of the joint working arrangements, including maintaining an operational work plan and risk register.;
- 9.2 to agree appropriate action resulting from performance, practice, workforce planning and risk reports
- 9.3 to review the extent to which the aims and objectives of the Agreement are being met;
- 9.4 To report for decision to the relevant decision-making body or bodies of each Partner as necessary.

SCHEDULE 1 - Introduction & Aims and Objectives



Document	BHCC SPFT S75 Introduction & Aims and Objectives
Audience	BHCC SPFT Management
Date Agreed	June 2025
Review Date	October 2026

1. Aims and Objectives

A Section 75 (S.75) agreement is made between local authorities and NHS bodies and can include arrangements for pooling resources and delegating certain NHS and local authority health-related functions to the other partners.

Integrated Care Systems (ICSs) represent one of the most significant structural reforms to the NHS in the past decade. With their aim of unifying health strategy across once fragmented regional health bodies, they hope to improve the efficiency, quality and delivery of healthcare services

The S75 agreement will continue to serve as a significant tool in achieving the ICS ambition to transform adults and older adults' community mental health services and reduce health inequalities.

This agreement will contribute to improvement in mental health and wellbeing and should result in easier access to a more responsive mental health service, in line with the strategic intent of other initiatives such as the Brighton & Hove Joint Health & Well Being Strategy and the Sussex Health & Care Partnership Shared Delivery Plan.

The S.75 agreement between Brighton and Hove City Council (Council) and Sussex Partnership Foundation Trust (Trust) has been in place for over twenty three years and has meant several Social Care staff have been co-located within the Trust to deliver statutory duties. This way of working in close partnership has been valued by both organisations, and by those that use our services, and the review of this agreement seeks to maintain and strengthen this collaborative way of working. The agreement demonstrates the ongoing commitment of the Trust & the Council to work in partnership, to deliver an integrated service for the population of Brighton & Hove.

Within the S.75 agreement there are a number of schedules underpinning the operational aspects of the joint working arrangements, within the overall statutory requirements of S.75 of the National Health Service Act 2006.

The previous review and re-launch in 2022 in relation to the agreement between the Trust & the Council resulted in some significant changes to the s75 arrangements:

- The need to strengthen Continuing Professional Development and professional support mechanisms and improve professional leadership for Social Work and Assessment in Adult Social Care.
- Promote and embed social interventions and provide role clarity for social work and clinical work within Community Mental Health Services.
- Develop leadership capacity within the Approved Mental Health Professional Service.
- Develop integrated workforce planning across Health & Social Care Mental Health Services.

These schedules will help inform our continuing journey of transformation of the integrated service over the next three years in the development and full implementation of Neighbourhood Mental Health Teams (NMHTs), and to ensure that those using our services receive a seamless Health and Adult Social Care service within secondary Mental Health Services.

2. Aims and Objectives

The aims and objectives of the to this Agreement are:

2.1 Service Delivery

- Improve access to services and secure better outcomes for service users through a jointly delivered service model.
- Avoid inefficient use of resources arising from unnecessary duplication and organisational boundaries.
- Provide an integrated, responsive, and timely approach to the assessment, treatment and care for service services reflective of their mental health and social care needs.
- Promote a service that is focused on recovery, independence, individual need, and outcomes.
- Provide a seamless interface for users and carers.
- Provide appropriate support, advice and services in accordance with assessed need.

2.2 Statutory Functions & Performance

- Deliver an integrated service that is compliant in its delivery of statutory duties to service users and their carers.
- Provide sufficient availability of all staff to ensure delivery of key functions and statutory duties, including Approved Mental Health Professionals.
- Establish robust pathways for the allocation of social care work.
- Ensure the Council performance reports and budget responsibility are given equal priority to the Trust's performance targets.
- Ensure the Council's Director of Adult Social Services' statutory duties are discharged in accordance with the Department of Health's Guidance on the statutory chief officer post of the Director of Adult Social Services and any applicable national directives.
- Fulfil national and local policy objectives.

2.3 Management of Council Staff

- Ensure all local managers within the Trust are fully conversant with the statutory duties their team and Council employed staff are responsible for providing.
- Ensure Trust managers have sufficient systems in place to monitor the caseloads of Council employed staff, enabling staff to prioritise the statutory functions aligned with their role and contracted duties.

2.4 Estates and Facilities

- Ensure the staff working within the Services are provided with the necessary equipment enabling them to work within the systems of both organisations.
- Ensure that Council staff are accommodated within Trust sites where the Services are located.

3. Schedules

- 3.1 The following schedules have been developed:
- Schedule 1 - Introduction & Aims and Objectives
 - Schedule 2 – Local Performance Indicators
 - Schedule 3 – Premises and Support Services
 - Schedule 4 – Joint Management Group
 - Schedule 5 – Financial Contributions
 - Schedule 6 – Staff Posts Allocated to the Arrangements
 - Schedule 7 - Joint Management of s75 staff
 - Schedule 8 – Joint HR Protocol for the Management of s75 staff
 - Schedule 9 – Joint Management of Change and Redundancy Policy for s75 staff
 - Schedule 10 – Safe & Effective Practice
 - Schedule 11 – Joint Operational Group

4. The execution of a new S75 Agreement will mark the start of the next stage of transformation through continual improvement of outcomes for local service users. We will work with them, experts by experience, staff, and other stakeholders in an open inclusive way, constantly monitoring progress as we transform local service delivery.

SCHEDULE 2 – Local Performance Indicators



Document	BHCC SPFT S75 Local Performance Indicators
Audience	BHCC SPFT Management
Date Agreed	June 2025
Review Date	October 2026

1. The Performance Indicators agreed by the Parties to this Agreement

Mental health Performance Indicators:

There are currently only two statutory Performance Indicators for which the local authority needs to report on in relation to mental health:

- proportion of adults in contact with secondary mental health services in paid employment.
- proportion of adults in contact with secondary mental health services living independently, with or without support.

The information for these Performance Indicators shall be supplied by the Trust on a quarterly basis.

Other performance indicators that is provided from the Trust to the Council includes data on the following:

- Delayed transfers of care.
- The proportion of adults recovering from mental ill-health who should have a programme to support their long-term recovery that includes helping to both self-manage their symptoms and includes peer-support.

2. Local performance arrangements

The below table reflects the agreed Local Performance Indicators that will help with the oversight and management of the S75 Agreement.

These Local Performance Indicators will be reportable to both the s75 Joint Management and Operational Groups as reflected within Schedule 4 and Schedule 11.

Measures	Frequency	Statutory Requirement	Reportable to:
Care Act - Number of assessments completed by SPFT and BHCC staff.	Monthly	Yes	Joint Operational Group
Care Act – Number of carers assessments completed	Monthly	Yes	Joint Operational Group
Number of Care Act reviews completed by SPFT and BHCC staff.	Monthly	Yes	Joint Operational Group
Waiting lists for statutory work	Monthly	Yes	Joint Operational Group
Completed work on Eclipse by teams	Monthly	Yes	Joint Operational Group
Caseloads - held by BHCC staff on Care Notes	Monthly	Local agreement	Joint Operational Group
BHCC and SPFT staff Training compliance in relation to delegated duties only.	Monthly	Local agreement	Joint Operational Group

SCHEDULE 3 – Premises and Support Services



Document	BHCC SPFT S75 Premises and Support Services
Audience	BHCC SPFT Management
Date Agreed	June 2025
Review Date	October 2026

1. PREMISES THE USE OF WHICH IS TO BE CONTRIBUTED TO THE ARRANGEMENTS

Trust Premises:

1.1 In respect of the Specialist Older People's Mental Health Services Client Group:

East Brighton Community Mental Health Centre, Pankhurst Avenue, Brighton, BN2 3EW

Mill View Hospital, Nevill Avenue, Hove, BN3 7HY

1.2 In respect of the Adult Mental Health Services Client Group:

East Brighton Community Mental Health Centre, Pankhurst Avenue, Brighton, BN2 3EW

Mill View Hospital, Nevill Avenue, Hove, BN3 7HY

2. PROFESSIONAL SUPPORT SERVICES TO BE PROVIDED OR MADE AVAILABLE TO THE ARRANGEMENTS

Council professional support services:

- Financial Accounting in respect of the Council Contributions.
- Human Resources in respect of Council employees co-located to the Trust.
- Legal advice, as required, to Approved Mental Health Professionals and other Staff carrying out Care Act 2014 responsibilities, as regards the exercise of Council Functions.

Trust Professional Support Services

- Financial reporting in respect of contributions funded by NHS Sussex ICB in connection with the Services.
- Human Resources in respect of Trust employees working in the Services.

SCHEDULE 4 – Joint Management Group



Document	BHCC SPFT S75 Joint Management Group
Audience	BHCC SPFT Management
Date Agreed	June 2025
Review Date	October 2025

Composition and operation of the Joint Management Group

1. For the purposes of this Schedule 4, "Group" shall mean the Joint Management Group.

The Group shall comprise:

- the Trust Managing Director for Brighton and Hove
- the Trust Director of Social Work and Safeguarding
- the Trust Finance Business Partner for the Brighton and Hove Division
- the Trust Deputy Service Director for Brighton and Hove
- the Council Principal Social Worker for Adults
- the Council Director of Adult Social Care (DASS)
- the Council Head of Finance
- the Council General Manager of Social Care Mental Health Services

(each a "Member")

2. A representative from NHS Sussex ICB shall be co-opted to the Group on a permanent basis.
3. Group meetings will be co-chaired between the Trust Managing Director for Brighton and Hove and the Council's Director of Adult Social Care.

4. Officers from each Partner may be invited to attend Group meetings at the invitation of the relevant Partner but such individuals shall not be considered Members for quorum or decision-making purposes.
5. Each Member shall nominate in writing a single substitute ("Substitute"). The Substitute shall carry out the full role of their Member when attending Group meetings in their Member's absence.
6. Meetings of the Group will take place:
 - On a quarterly basis
7. Meetings of the Group shall be quorate only where both Partners are represented at such meeting including:
 - 7.1. For the Council, either the Director Adult Social Care or the General Manager.
 - 7.2. For the Trust, the Managing Director or Deputy Service Director for Brighton and Hove.
8. Decisions shall be made by consensus among the Partners.
9. Formal minutes of the Group shall be taken.
10. Each Partner has secured internal reporting arrangements to ensure standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

Strategic governance and review functions of the Group

11. Governance overview

The overarching obligations of the Group shall be:

- to monitor, review and take decisions regarding the Services and the outcomes of integrated service provision.
- to monitor, review and take decisions regarding Local Performance Indicators as detailed in Schedule 2.
- agree and, if necessary, review a strategy for delivery of the mental health services covered by this Agreement.
- to authorise any significant change proposed by either Partner to the delivery of mental health services covered by this Agreement.

- to share learning from across the system and to utilise this to affect positive changes for service users.

12. The role of the Group is as follows:

- 12.1 oversight of the Arrangements;
- 12.2 to review monitoring reports which will include both data relating to Local Performance Indicators and financial information, to fulfil the Partners' management requirements;
- 12.3 to agree appropriate action resulting from the above reports;
- 12.4 to review the extent to which the aims and objectives of the Agreement are being met;
- 12.5 to report for decision to the relevant decision-making body of each Partner as necessary;
- 12.6 to resolve disputes or where necessary to refer such to the chief officers of the Partners to this Agreement for resolution; and
- 12.7 any other purposes as may be deemed appropriate by the Partners.

13. Each member of the Group shall only exercise within the Group such delegated powers as he or she possesses in his or her role (which is received through their respective organisation's own schemes of delegation). For the avoidance of doubt, the Group shall not possess such delegated powers as a collective body.

SCHEDULE 5 – Financial Contributions



Document	BHCC SPFT S75 Financial Contributions
Audience	BHCC SPFT Management
Date Agreed	August 2025
Review Date	August 2026

This finance schedule will be subject to annual reviews by the Joint Management Group.

Client Group	Contributions from the Council for 2025/2026 (£'000)
Memory and Cognition Support (Community Care)	9,887
Mental Health Support (Community Care)	8,032
Staffing Teams	3,659
Total	21,578

SCHEDULE 6 – Staff Posts Allocated to the Arrangements



Document	BHCC SPFT S75 Staff Posts Allocated to the Arrangements
Audience	BHCC SPFT Management
Date Agreed	Reviewed August 2022
Review Date	April 2023

This Schedule sets out the job roles allocated to the Services, and the party responsible for employing and funding the person holding each role.

1. The Trust will cover the onsite costs incurred in supporting members of staff co-located within Trust buildings which included the AMHP Service. The Trust will also provide IT costs for laptop provision and mobile phones.
2. The Trust and BHCC will review individual staff recharges once a post becomes vacant (as detailed within the table below). The assumption shall be that the Partner which provides the funding for that post will be the employer of a replacement member of staff.
3. The Trust will support the review of the shared funding arrangements via the 2023/2034 planning process.

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
Accommodation Team	Review Co-Ordinator	SPFT	BHCC	1.00	37,280	4,842	7,381	1,620	4,935
Accommodation Team Total				1.00					
AHMP	Senior Social Worker	BHCC	BHCC	8.22	336,754	39,760	55,216	20,388	35,672
	Business Support Officer	BHCC	BHCC	1.00	31,022	3,903	6,142	2,252	5,495
	AMHP Service Manager/ Lead AMHP	BHCC	BHCC	1.00	56,400	7,710	11,167	2,252	5,495
AHMP Total				10.22					
AOT	Nurse	SPFT	BHCC	0.60					
	Senior Social Worker	BHCC	SPFT	0.90	49,986	5,700	9,897	2,027	4,946
AOT Total				1.50					
CRHTT	Nurse	SPFT	BHCC	0.60					
	Senior Social Worker	BHCC	BHCC	1.06	89,644	12,022	17,749	2,387	5,825
	Social Worker	BHCC	BHCC	1.00	27,420	3,657	5,429	1,351	3,297
CRHT Total				2.66					
Dementia Service	Care Manager	BHCC	BHCC	4.05	174,102	22,727	34,472	6,604	22,901
	Care Manager	BHCC	SPFT	1.09	42,676	5,584	8,450	1,778	6,163
	Safeguarding Team Lead	BHCC	BHCC	0.53	24,717	3,295	4,894	864	2,997
	Nurse	SPFT	BHCC	3.73					
	Occupational Therapist	SPFT	BHCC	0.36					
	Senior Social Worker	BHCC	BHCC	3.5	164,094	21,989	32,491	5,707	19,791
	Service Manager	SPFT	BHCC	1.00					
	Social Worker	BHCC	BHCC	8.96	419,226	55,911	66,840	14,610	50,664
	Social Worker	BHCC	CCG via SPFT	2	90,182	12,027	17,856	3,261	11,309

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
	Team Administrator	BHCC	BHCC	1	31,022	3,903	6,146	1,631	#REF!
	Team Leader	SPFT	BHCC	2.70					
Dementia Service Total									
Assessment & Treatment Service	Senior Social Worker	BHCC	BHCC	4	188,724	25,309	37,367	6,482	19,741
	Social Worker	BHCC	BHCC	7.23	367,063	48,894	63,750	11,716	35,681
	Social Worker	BHCC	CCG via SPFT	1	44,075	5,861	8,727	1,620	4,935
	Occupational Therapist	SPFT	BHCC	0.56					
	Team Leader	SPFT	BHCC	1.90					
	Lead Admin Development Manager	SPFT	BHCC	1.00					
	East Brighton Service Manager	SPFT	BHCC	1.00					
Assessment & Treatment Service Total									
Mental Health Homeless Team	Senior Social Worker	BHCC	BHCC	0.78	36,801	4,935	7,336	7,636	5,187
	Senior Social Worker	BHCC	SPFT	0.22	10,380	1392	2,055	2,154	1,463
	Social Worker	BHCC	CCG via SPFT	1.00	45,091	6,014	8,928	9,790	6,650
	Team Leader	SPFT	BHCC	0.91					
Mental Health Homeless Team Total									
Mental Health Management	General Manager	BHCC	BHCC	1.00	63,251	8,190	12,844	7,360	10,076
	Business Support	BHCC	BHCC	1	29,540	3,681	5,849	5,276	12,044

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
	Officer								
Mental Health Management Total				3.03					
Secure & Forensic Team	Senior Social Worker	BHCC	BHCC	1.00	47,181	6,327	9,342	1,620	4,935
Secure & Forensic Team Total				1.00					
Grand Total									

Recharges outside of the s75 Agreement:

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
Assessment & Treatment Service	Social Care Worker	BHCC	SPFT	2.00	66,037	9,812	13,069	3,241	9,870
Assessment & Treatment Service	Social Work Assistant	BHCC	SPFT	1.00	33,552	4,987	6,643	1,620	4,935
Mental Health Management	Operational Managers	BHCC		1.42	78,081	10,567	15,460	7,507	17,134
Assessment & Treatment Service	Social Worker (PQ1)	BHCC	SPFT	1.00	44,895	6,673	8,889	1,620	4,935
Assessment & Treatment Service	Social Worker	BHCC	SPFT	0.39	15,203	1,988	3,010	632	1,925
Assessment & Treatment Service	Social Worker	BHCC	SPFT	0.8	36,073	4,811	5,362	1,296	3,948

SCHEDULE 7 – CO-LOCATED STAFF



Document	BHCC SPFT S75 JOINT AGREEMENT FOR CO-LOCATED STAFF
Audience	BHCC SPFT Management BHCC SPFT HR
Date Agreed	June 2025
Review Date	June 2026

1. Introduction

- 1.1. The purpose of this Schedule is to set out the basis on which Council Staff will remain employed by the Council but will be located at premises of the Trust.
- 1.2. Provisions regarding the rights and obligations of the Partners in relation to any staff who are hereafter co-located are set out in this Schedule and the relevant sections of the Agreement.

2. Responsibilities of Employing Organisation

- 2.1. The Employing Organisation will identify staff engaged in the direct delivery of the Services. This will include temporary staff, trainees or locums assigned to the service as well as staff in permanent positions.
- 2.2. The duration of the co-location of any Staff will be for the term of the Agreement.
- 2.3. The co-located Staff will remain employed by the Employing Organisation which originally employed them for the duration of their co-location to the Host Organisation. Throughout their co-location at the Host Organisation the Employing Organisation will remain responsible for the payment of salary, allowances, and expenses, tax, NI and pension contributions due to and/or with respect to the co-located Staff which each Employing Organisation employs.
- 2.4. The Employing Organisation will ensure that the co-located staff are cleared to carry out their full duties having undertaken all necessary pre-employment checks and having alerted the Host Organisation to any outstanding investigations. The Employing Organisation is responsible for issuing the necessary paperwork to the co-located Staff.

- 2.5. At the end of the co-location of Staff the Employing Organisation will be responsible for all matters relating to the employment of the Staff it employs.

3. Responsibilities of the Host Organisation

- 3.1. The Host Organisation will be responsible for providing the Employing Organisation(s) with all relevant management information to enable the Employing Organisation to pay the co-located staff and shall complete necessary returns e.g. sickness, maternity, other absence, and reportable incidents/accidents.
- 3.2. Staff should make themselves aware of the relevant policies from the Host Organisation (See appendix 1 in Schedule 8).
- 3.3. The Host Organisation will be responsible for ensuring co-located staff take part in an induction appropriate to their role.
- 3.4. The Employing Organisation will be responsible for ensuring all co-located Staff receive regular supervision, appraisal and development reviews.

4. Records

- 5.1 The Employing Organisations shall keep all records in relation to the co-located Staff which it is required by Law or this Agreement to keep and shall, upon the Host Organisation's reasonable request and subject to compliance with Data Legislation and the Data Sharing Agreement, provide the Host Organisation with access to those records including, where appropriate, the taking of copies.
- 5.2 The Host Organisation shall keep all such records as are reasonably within its possession as a result of its obligations in this Agreement and upon the Employing Organisation's reasonable request and subject to compliance with the Data Legislation and the Data Sharing Agreement, provide the Employing Organisations with access to those records including, where appropriate, the taking of copies.

SCHEDULE 8 – Joint HR Protocol for the Management of s75 staff



Document	BHCC SPFT S75 Joint HR protocol for the management of s75 staff
Audience	BHCC SPFT Management, Human Resources,
Date Agreed	June 2025
Review Date	June 2026

1. Introduction

- 1.1 This protocol sets out the principles relating to the co-location of staff to be deployed in connection with the Services. It aims to ensure that all staff are treated fairly and that the principles of equality and diversity are upheld. Where there are any problems or difficulties relating to the employment or management of staff working within integrated services, the aim will be to resolve these at a local management level wherever possible.
- 1.2 It has been agreed that the Joint HR protocol will be reviewed during 2023/2024.

2. Arrangements and position of co-located staff

- 2.1 The co-located staff will have been informed of the Agreement for co-located staff (Schedule 7).
- 2.2 Staff co-located under this agreement remain employed by the Employing Organisation throughout the period of co-location. The Employing Organisation will ensure that they are paid as normal.
- 2.3 Staff co-located under this Agreement will be those in permanent positions and will also include any temporary staff, trainees or locums assigned to the Services.
- 2.4 Where teams of staff are co-located, responsibility will be with the line managers from the Employing Organisation.
- 2.5 All staff within integrated services will retain their Employing Organisation's terms and conditions of employment as set down in their contract of employment. However, these may be subject to any modifications made in the normal way through national or local agreements and consultation affecting their staff group. Any variation in terms and conditions arising as a result of the arrangements set out in this Agreement will be the subject of specific negotiation with recognised trade unions representing the employees concerned.

3. Policies and Procedures

- 3.1 The Human Resources policies and procedures of the Employing Organisations will apply to the co-located staff, with the exception of the procedures noted in paragraph 3.6 below.
- 3.2 Where staff from both Parties are jointly involved in an issue, the individual members of staff will be covered by the appropriate procedures operated by their Employing Organisation. However, it is recognised that this may on occasion be impracticable due to anomalies that may exist between procedures and working practices operated by the two Parties. In each case and in a timely way the Parties shall agree the procedure to follow, with full involvement from staff representatives.
- 3.3 The Host Organisation will follow the Employing Organisation's HR policies and procedures for all co-located Staff. HR staff from the Employing Organisation will provide support as necessary to execute these policies and the process of HR management.
- 3.4 The Host Organisation will seek agreement with the Employing Organisation where it wishes to introduce measures outside the Employing Organisation's policies or Terms and Conditions or where the application of policies may result in risk or liabilities for the Employing Organisation as employer of the co-located staff.
- 3.5 The relevant policies and procedures for the Employing Organisations are available via their intranets and Human Resource Departments.
- 3.6 The following procedures have been agreed as joint policies and procedures by the Partners and shall apply to all staff delivering the Services, regardless of employer:
- Joint Management of Change and Redundancy Policy for s75 staff (Schedule 9)
- 3.7 The applicable Whistleblowing Policy will be that of the Employing Organisation of the member of staff raising the concern. Where concerns are raised that involve staff from the other organisation, then concerns will be appropriately shared with relevant managers in that other organisation.
- 3.8 In order to ensure that the Employing Organisation's policies and processes are fully supported in the integrated care services the Joint Management Group will ensure that robust HR support is available to both Parties.
- 3.9 The Host Organisation will use its best endeavours to ensure that all managers of co-located staff attend management training and updates provided by the Employing Organisation especially in relation to the Employing Organisation's policies & procedures, including management of complaints procedures.
- 3.10 The Employing Organisation will ensure all co-located staff are kept informed and up-to-date with policies and procedures applicable to them.
- 3.11 Policies and procedures of each Party not mentioned specifically in this Agreement will continue to apply to employees of each respective Party and it is agreed that the managers for designated integrated services will have the authority to act in accordance with the policy requirements.

4. Roles and Duties of staff

- 4.1 Staff of the Council will undertake Council Functions and Staff of the Trust will undertake NHS Functions. These will operate together within an integrated service design.
- 4.2 The Joint Management Group (JMG) may agree that for some staff posts the Staff may undertake the duties of both Partners in the course of their work. This will be subject to appropriate competency and training and will need to comply with the intentions set out in any local workforce plan for the longer-term delivery design for services.
- 4.3 Staff will not be asked to undertake duties traditionally beyond the scope of their appointment except where agreed by the JMG.
- 4.4 All managers will be developed to undertake their role to ensure safe and effective care.

5. Management of staff

- 5.1 Staff co-located will be managed and directed in their duties by their Employing Organisation (please see appendix 1).

6. Managing performance

- 6.1 The Employing Organisation will be responsible for undertaking any disciplinary, performance, capability and matters.
- 6.2 All formal warnings up to and including final written warning and dismissals can only be undertaken by authorised managers within the member of staff's Employing Organisation. All appeals against dismissal will be conducted within the member of staff's Employing Organisation in accordance with usual procedures.
- 6.3 Suspension from duty can only be authorised by a senior manager within the member of staff's Employing Organisation.
- 6.4 The manager undertaking any disciplinary, performance or capability matters will be supported by Human Resource staff from the member of staff's Employing Organisation.
- 6.5 The day to day management of attendance at work will be the responsibility of the immediate line manager in the normal way. Any issues or concerns about absence will be dealt with through the policy of the Employing Organisation, with support from a member of the Human Resources team from the Employing Organisation.

7. Managing employee concerns/disputes.

- 7.1 Staff will be covered by the grievance procedures and policies of their Employing Organisation. The Employing Organisation will deal with all informal action and any formal grievance hearings at stage 1. Any formal hearings required at stage 2 or 3 will be conducted by senior managers within the member of staff's Employing Organisation. Any involvement of ACAS will involve managers from the member of staff's Employing Organisation.
- 7.2 Collective disputes/grievances will be managed by the Employing Organisation at stage 1 or 2, and will be dealt with by senior managers or councillors within the member of staff's Employing Organisation at any stage above this. If any dispute is likely to affect employees from both organisations then both Partners will be involved in the resolution and will agree with staff side representatives which policy(ies) will be used.
- 7.3 The member of staff has some flexibility about who to report to any allegations of harassment, bullying or discrimination to. Where such allegations are reported to a line manager employed in the other organisation than the complainant, that line manager will have the authority to conduct the investigation supported by a member of the Human Resources team from the same organisation as the complainant. This does not prevent an independent manager being appointed to investigate and this person may be from either organisation. Any resulting disciplinary action will be conducted in accordance with the above protocol on disciplinary procedures.

8. Managing Change

- 8.1 Neither Party shall materially alter the number of staff carrying out the Functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 8.2 Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group.
- 8.3 The Parties agree to comply with the management of change and redundancy policy set out below.

9. Payroll

- 9.1 The line manager will be responsible for ensuring that appropriate salary returns and timesheets are returned to the Employing Organisation's payroll department by the agreed date each month. This protocol gives the authority to line managers to discuss payroll issues with either payroll department as appropriate. When a member of staff is recruited to the Services they will be placed on the payroll of the Employing Organisation.

10. Professional Development

- 10.1 The Employing Organisation will ensure that all co-located staff receive appropriate training and development to meet professional registration requirements, continuing professional development requirements and shall provide training, development and support in circumstances where mediation has been identified as a requirement.

- 10.2 The Employing Organisation will ensure annual appraisal and development reviews are undertaken by management for all co-located Staff and that this information is used jointly by Council and Trust managers for the co-located Staff as appropriate for the purposes of individual development activities.
- 10.3 Supervision policies, supported by training, exist in both organisations.
- 10.4 The Employing Organisation will ensure regular professional supervision is provided to all co-located staff.

11. Recruitment

- 11.1 Staff of the Council will undertake Council Functions and Staff of the Trust will undertake NHS Functions.
- 11.2 The recruitment procedures of the Employing Organisation will be used to administer the process. Short listing and interview panels will include a representative from each organisation wherever possible.
- 11.3 Authorisation to recruit to posts relating to the Services will rest with the respective Employing Organisation.
- 11.4 The Parties have agreed the Joint Appointment Process (paragraph 13 below) for making joint appointments to designated key posts connected with the Arrangements.
- 11.5 The Council shall appoint and employ all new or replacement Social Workers (including Approved Mental Health Professionals) in connection with the Arrangements. For the avoidance of doubt, Approved Mental Health Professionals shall not be co-located to the Trust for the purpose of performing functions excluded under the Regulations.
- 11.6 The Employing Organisation will issue paperwork to the appointee ensuring they are cleared to commence in post. The Host Organisation is responsible for checking the employee is cleared to carry out their full duties, compliance with health and safety regulations and organising induction for the co-located member of staff.

Management of Staff

This is a guide to assist managers and staff within the Council and the Trust in handling people management and health and safety issues.

Purpose

This guide signposts managers and staff to enable them to use the appropriate organisation's policy/procedure when dealing with people management and health and safety issues between the partner organisations.

The aim of this guide is to:

- Provide an overview of how to apply the procedures in practice,
- Reduce the risk of cases being mishandled due to managers either using the wrong procedure or failing to apply the right procedure correctly because they are unfamiliar with it
- Reduce the risk to staff's health and safety due to following the wrong procedure or failing to apply the right procedure correctly.

Scope

Guidance for managers and staff within integrated services on managing the following key HR and health and safety issues:

Human Resources

- Discipline
- Performance
- Grievances/collective disputes
- Sickness absence
- Recruitment
- Managing organisational change
- Bullying, harassment or discrimination
- Whistleblowing / Freedom to Speak Up.

Health & Safety

- Health and safety policies, standards and guidance documents and training
- Incident reporting
- Health and safety building premises issues (e.g. first aid, fire safety, asbestos, legionella, contractor management etc.)

1. *Human Resources* *Which procedure should be used and when*

When dealing with people management issues, the Council and Trust managers should use the appropriate policy/procedure operated by the employer (see table below). Normally the same principle will also apply where staff from the Council and Trust are jointly involved in an issue. However, where this is impracticable due to anomalies between the two organisations' policies or procedures, the parties should agree at the outset the procedure to follow. Any formal processes can only be implemented by an officer from the employing organisation. Trade union representatives must be involved fully in these discussions.

All policies/procedures relevant to Council employees can be accessed through the organisation intranet - *Wave* . All policies/procedures relevant to Trust employees can be accessed through 'Key Documents, Workforce Policies' on the Trust Intranet pages

Managers are strongly advised to seek advice and support from the relevant HR team when dealing with people management issues, particularly where they are unfamiliar with the policy or procedure they need to use or if they are unclear as to who can carry out formal action.

Top tips when applying HR policies/procedures in practice

Line managers should always:

- Use the correct organisation's procedure
- Make sure they follow the procedure as the case can fail due to procedural errors irrespective of the merits of the case
- Always check who has the authority to suspend, hear cases and dismiss employees as these differ between the two organisations
- Always check and adhere to the timescales set out in the procedures as these differ
- Seek advice from the appropriate organisation's HR team if unsure on what to do.

How to apply individual key HR policies and procedures

Disciplinary matters

Name of Policy:

Trust: Disciplinary Policy & Procedures
Managing Concerns about Medical Staff Policy
Suspension Policy
Investigation Policy and Procedure

Council: Disciplinary Procedure and Guidance

Informal action: will be dealt with by the line manager from the employing organisation.

Disciplinary investigations: will be dealt with by the line manager from the employing organisation.

Suspension from duty: can only be authorised by a senior representative in accordance with the policy and procedure of the employing organisation.

Formal warnings: can only be issued by appropriate levels of management in accordance with the policy and procedure of the employing organisation (as long as management is from the same employer as the employee).

Dismissal: can only be undertaken by authorised managers within the employing organisation

Appeals against dismissal: Will be heard by a Corporate Director or Director and who is senior to, and outside of the directorate of, the manager who made the dismissal decision.

(Council) or a panel chaired by an Executive Director (Trust) in accordance with the procedure of the employee's employing organisation.

Performance matters

Name of Policy:

Trust: Managing Performance & Capability Policy

Managing Concerns about Medical Staff Policy Investigation Policy & Procedure

Council: Capability Procedure and Guidance
Disciplinary Procedure

Informal action: will be dealt with by the line manager of the employing organisation.

Formal Action under Stage 1: will be dealt with by the line manager of the employing organisation.

Formal Action under Stage 2: will be carried out by a senior manager from the employee's employing organisation.

Formal Action under Stage 3: will be carried out by a senior manager from the employee's employing organisation.

Suspension from duty: will be carried out by a senior manager from the employee's employing organisation.

Dismissal: can only be undertaken by authorised managers within the employee's employing organisation.

Appeals against dismissal: Will be heard by a Corporate Director or Director and who is senior to, and outside of the directorate of, the manager who made the dismissal decision.
(Council) or a panel chaired by an Executive Directory (Trust).

Managers are strongly advised to always refer to the full procedure for more details.

Grievances/collective disputes

Name of Policy:

Trust – Individual and Collective Grievances Policy
Investigation Policy & Procedure

Council – Grievance Procedure and Guidance and/or Disputes Procedure

Staff will be covered by the procedure of their employing organisation. There are significant differences between the Trust and Council procedures and therefore managers are strongly advised to seek HR advice from the relevant HR team to avoid procedural errors.

Sickness Absence

Name of Policy:

Trust - Sickness Absence & Attendance Management Policy
Council - Attendance Management Policy and Procedure

Reporting and recording arrangements: will be dealt with by the line manager of the employing organisation.

Day-to-day management of attendance at work: will be dealt with by the line manager of the employing organisation.

Dealing with concerns: any issues or concerns about absence should be dealt with under the policy of the employing organisation with support from the HR team of the employer.

Occupational health referrals: line managers within the integrated service are given authority through this Protocol to liaise with, refer to, and receive advice from the occupational health service of the employing organisation.

Recruitment

Shortlisting/interview panels: should include a representative of each organisation wherever possible.

Managing organisational change and redundancy:

The Trust and Council have a jointly agreed policy 'Management of Change and Redundancy' for the management of change within the integrated service. Where it is agreed by HR that this policy does not apply, the policy of both individual organisations will continue to be applied.

The Council's Organisation Change Management Framework specifically states that in situations where a post is broadly similar, except that the grade of the post in the new structure is higher, the post will be regarded as a new post.

Once the job match exercise has been completed all affected employees (including those on sick leave or maternity leave) must be notified of the proposed automatic slots and the arrangements for ring-fenced recruitment, including details of those individuals included in the ring-fence. As soon as any appeals concerning the proposals for slotting and ring-fences have been dealt with, the ring-fenced recruitment process may commence and automatic slots confirmed.

Employees offered an appointment through the automatic slot process or ring-fenced recruitment will have seven calendar days in which to confirm their acceptance. Employees must be advised of the consequences of unreasonably refusing an offer. If an employee unreasonably refuses an offer of appointment he/she will lose the right to further consideration under this procedure and the re-deployment policy.

Employees will be given the opportunity to appeal where they consider a possible match concerning the proposals for slotting and ring-fences has been overlooked. Written representations must be received by the nominated person within seven calendar days of the proposals being issued to the staff. Any employee who remains unplaced at the end of the recruitment exercise and is subsequently dismissed will have the right to appeal against their dismissal.

Bullying, harassment or discrimination at work

Name of Policy:

Council: Anti-bullying Harassment and Victimisation Policy
Disciplinary Policy & Procedures

Trust: Dignity & Respect at Work Policy and Guidance
Disciplinary Procedure

Whistleblowing

The policy to be used will be that of the whistle blower's employing organisation. Where the concerns raised involve staff from the other organisation, then the concerns will be shared with relevant managers in that other organisation on a strictly "need to know basis" only.

Trust: Raising Concerns Policy (prev. titled Whistleblowing - Freedom to Speak Up)
Council: Whistle Blowing Policy – raising concerns in the public interest

Currently we are aware that there are some managers who do not have access to the Wave/the Pulse. In these cases, please contact your employer's HR team who will provide you with the relevant policy as required.

Health & Safety

Both organisations have a Health and Safety (H&S) Policy in place which sets out clear roles and responsibilities of both organisations.

Staff should make themselves aware of the relevant policies from the Host Organisation and any working procedures developed by the team they work in. H&S policies will be available on the Wave or Pulse intranet systems and are likely to include the following:

COSHH (Chemical Safety)	Display Screen Equipment
Driving at work	First Aid
Food Hygiene	Fire safety
Incident/Accident Reporting	Infection Control
Management Standard	New & Expectant Mothers Risk Assessment
Noise	Personal Safety & Lone Working
Risk Assessment	Safer Handling (loads and people)
Stress/Team Resilience	Working at Heights

Healthy and Safe Workplaces

The following health and safety issues relate to the management of premises and ensuring the workplace is safe. For these issues you must follow the policy of the organisation that your workplace is based in.

Incident Reporting

Staff must report incidents immediately to their manager. Staff who are co-located to work in a host organisation should report incidents to their manager in the host organisation. An incident form must be filled in following the host organisation's incident reporting procedure and the line manager should then complete an appropriate investigation. The incident report should then be copied to both the host organisations' Health & Safety department (who will report the incident, where required, to the HSE in accordance with RIDDOR (the Reporting of Injuries, Disease and Dangerous Occurrences Regulations) and carry out an investigation where appropriate) and the employee's organisation. In relation to incident forms relating to staff members then the employee's organisation will need to be notified by the host organisations by using the notification section at the end of the incident form by sending it to the following email address:

Council – HealthAndSafety@brighton-hove.gov.uk

Training

Co-located staff must have the appropriate health and safety training to ensure they can undertake their work safely and in a way that will prevent injury to themselves, other staff and service users.

The Council will ensure that all co-located staff receive appropriate training and development to enable safe and effective practice.

The Host Organisation should provide suitable training courses to help staff fulfil the job role and should not rely on the employing organisation. Where supplementary training is only provided at either the Trust or the Council then the respective workforce development team needs to be contacted to discuss the training need, likely numbers of attendees and any associated costs.

SCHEDULE 9 – Joint Management of Change and Redundancy Policy



Document	BHCC SPFT S75 Joint Management of Change and Redundancy Policy
Audience	BHCC SPFT Management, Human Resources, recognised Unions
Date Agreed	June 2025
Review Date	June 2025

1.0 Introduction and Overview

1.1 The purpose of this policy is:

- To ensure that change is managed in a timely, fair and well-planned way
- To ensure that consultation with staff takes place in a meaningful and positive way.
- To provide mechanisms for ensuring that skilled and valued staff are not lost and staff are not placed at risk of redundancy though there will be instances where this may be the case for some staff. This policy concentrates on requirements where change may have an impact on job roles or employment security. Many of the principles relating to staff consultation will also apply to situations where employment is not at risk and to staff transfers under the Transfer of Undertakings (Protection of Employment) Regulations (2006) as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.
- To manage change in accordance with best practice, statutory requirements and in accordance with both organisation's commitment to equality and diversity.

Change may result from a number of different situations such as the re-organisation of a department or a need to make financial savings, the need to change working practices, to improve standards, or the need to combine or reconfigure services. Much of the change will not lead to staff being placed at risk of redundancy though there will be instances where this may be the case for some staff. This policy concentrates on requirements where change may have an impact on job roles or employment security. Many of the principles relating to staff consultation will also apply to situations where employment is not at risk and to staff transfers under the Transfer of Undertakings (Protection of Employment) Regulations (2006) as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

1.2 There is recognition of the value that recognised trades unions can make in the change process in supporting staff. Staff have the right to be accompanied by trade union representatives at individual meetings, and to be represented at group meetings and throughout the consultation process.

1.3 This policy seeks to be applicable to the majority of changes. Where changes take place nationally, or within the local health economy, specific guidance may be issued to manage some of the elements of the change process consistently between organisations which all organisations involved will be required to adhere to. Where the guidance differs from the arrangements set out in this document additional guidance will be developed to supplement or amend this policy.

2.0 Planning

- 2.1 Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group. Neither Party shall materially alter the number of staff carrying out the functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 2.2 Managers are expected to plan their workforce needs and would normally maintain appropriate staffing levels and skill mix by natural turnover of staff. Where changes in staffing needs can be predicted, managers should work towards achieving those targets by, for example, freezing recruitment to certain posts or taking new staff on short term contracts, training and development of existing staff or redeployment elsewhere within the employing organisation. It is essential that advice is sought from the appropriate HR advisor at the earliest stage.
- 2.3 However, it is recognised that not all changes can be foreseen in the long term or there may be overriding factors that necessitate structural changes that cannot be achieved via natural turnover alone. Where this occurs, the organisation undertakes to consult fully and at the earliest practicable opportunity.

3.0 Consultation

- 3.1 Normally there will be a clear expectation that Trade Union/Professional Bodies will be informed of proposed change prior to commencing wider staff consultation. In the spirit of openness and partnership working many changes are discussed with staff and staff representatives prior to the commencement of formal consultation. It is strongly recommended that where appropriate, managers discuss the outline of proposals with staff at an early opportunity to benefit from their knowledge about their job functions. This may take place prior to the finalisation of new structure proposals.
- 3.2 Consultation with staff and unions should begin at the earliest possible point. By doing so this allows for staff and their representatives to put forward their views so these may be explored jointly before any final decisions are taken. In cases where a change is anticipated but the nature of it is unclear, management should ensure that staff are kept informed of developments. However, consultation must be entered into at an early enough stage to allow staff the opportunity to contribute to the final outcome.
- 3.3 Where staff are at risk of redundancy due to the change, consideration will be given to all reasonable alternatives to avoid any redundancies.

4.0 Period of Consultation

- 4.1 Where changes are planned that affect the workforce a period of consultation will be agreed with staff and union representatives. This will be a reasonable period in the light of the nature of the change and is not likely to be less than 4 weeks or in excess of three months but will be planned to allow sufficient time:-
 - to receive information about the proposed change
 - to discuss this, make comments, ask questions
 - to receive a response to those comments and questions.
- 4.2 Where the changes proposed are likely to result in redundancies, consultation periods will comply with the statutory requirements placed upon employers.

- 4.3 The length of the consultation period may be extended where there is reasonable justification, subject to the agreement of both management and trade union/professional body.

5.0 Consultation Document

- 5.1 As part of the consultation process managers will produce a consultation document which outlines the proposed change. The information contained in this document should outline the current situation including
- where relevant - the current staffing structure and grade
 - where relevant - the proposed future situation, outlining the proposed staffing structure and grades
 - the reasons for the proposal
 - proposals on the steps towards achieving the change based on the principles in this document including specific reference to time scales
- 5.2 Where a redundancy situation is envisaged the document should make clear the information required under employment legislation including the numbers of any possible redundancies and the proposed method of selection and timetable as outlined above. Management will also provide any other reasonable information requested by trade unions/professional bodies or staff.
- 5.3 Consultation will be undertaken with the aim to reach agreement with staff and their union representatives and where there is a potential redundancy situation work in partnership to explore ways of:-
- avoiding the proposed dismissals
 - reducing the number of employees to be dismissed
 - mitigating the consequences of the dismissals on the individuals concerned
- 5.4 Should the agreed consultation period be exhausted without agreement being reached or any viable alternative identified, the consultation process will be brought to a close and staff be given notice of the date on which the proposed change will take place.
- 5.5 To ensure that the consultation period is used effectively staff and union representatives are requested to make comments and suggestions about the proposals in a timely fashion. While it is understood that some points may not be settled until the end of the consultation period, any issues of major consequence to staff must be highlighted within the early stages of the process in order to allow management to respond and consider alternatives.
- 5.6 It is important that staff and their representatives notify management of concerns at an early stage to allow consideration of alternative proposals. It may not be feasible to extend the consultation period where staff and union representatives have not fully utilised the consultation time available to them.
- 5.7 Joint consultation with the unions and the staff may take different forms and these should be agreed at the outset in the light of what is proposed in the consultation document. Consultations may involve full staff meetings including trades union/professional body representatives, or a combination of staff meetings and union meetings.

- 5.8 Where staff meetings take place, it is important that management ensure that there is a mechanism for staff who are unable to be present to be informed about what has been discussed at the meeting. This will usually take the form of a letter outlining the main points discussed and any agreements reached.
- 5.9 Throughout the period of consultation the employer agrees to:-
- provide adequate information about the proposal to enable a full response to be made
 - allow sufficient time for the unions to consider the proposals and properly consult with their members
 - consult directly with the employees over the proposals both individually and collectively to ensure a full understanding of the proposals and their implications
 - allow staff affected and the unions to express their views and any concerns about the proposals
 - allow the unions and staff reasonable time to formulate and present any counter proposals for consideration
 - formally respond on the outcome of these considerations and where any alternative proposals have been rejected, state the reasons why.

6.0 Individual Consultation

- 6.1 At joint consultation meetings it is not appropriate to discuss the particular circumstances of individual staff. It is imperative that individual meetings are scheduled to take place at the earliest opportunity after the first consultation session. This is particularly important where redundancies are being considered.
- 6.2 In certain circumstances, where, for example one or two individuals in identifiable posts are affected by redundancy and no others are, or an individual affected by redundancy is the manager of the service, it may be appropriate to discuss with such staff, their individual situation prior to the overall consultation meeting to avoid embarrassment.
- 6.3 At each individual meeting the member of staff will have the opportunity to be accompanied by their representative, or if not in a union, they may choose to bring a colleague with them for moral support. The meeting will be held by their manager, or a representative of their manager who is fully versed in the proposals and the reasons for their proposals. It is advisable to involve an HR representative in the meeting but an HR representative must be in attendance if there are to be any staff members involved who are at risk of redundancy.
- 6.4 At the meeting the individual will be advised of:-
- the proposed changes and how these will affect them personally, including if they are at risk of redundancy
 - the reasons for the changes including the potential redundancies in the particular area of service
 - the process to be adopted including any agreed methods for reducing the numbers of redundancies

The member of staff should be asked for their views about the proposed change. They may wish to have their views represented by their representative. They will also have the opportunity to state their preferences for their own individual position in any future structure or working pattern. There is no obligation on the organisation to adhere to preferences if unable to.

- 6.5 Where a member of staff does not wish to be accompanied by a union representative or colleague, consideration will be given to them bringing a friend for moral support with agreement from the panel chair. In such cases their friend will not have the right to speak on their behalf or take a significant part in the meetings.

7.0 Notification of risk of redundancy

- 7.1 Following the individual consultation with staff where redundancies have been identified in the service, those staff will be issued with formal notification of their status of being "at risk of redundancy". This will enable them to be included in any redeployment pool for alternative employment in accordance with this policy.
- 7.2 Staff will normally be required to work their notice, in certain circumstances different work or leave arrangements may be negotiated by either party. There is no contractual arrangement for Council staff to be paid "in lieu" of notice.
- 7.3 Reasonable time off to look for work and attend interviews will be granted.
- 7.4 A failure to accept or apply for suitable alternative employment that is identified through the re-deployment process may invalidate the member of staff's entitlement to redundancy pay.

8.0 Procedure for Appointment to New Staffing Structures

- 8.1 This procedure applies when the structure of the department changes in one or more of the following ways:-
- merging roles and responsibilities,
 - creation of new roles and responsibilities,
 - merging of departments and a change to the skill mix within the department
 - reduction in a number of posts at a particular level, or an increase in the number of posts at a particular level.
- 8.2 The procedure for the selection of staff to occupy posts in the new structure will be determined following consultation with the affected team and will be written in line with the principles below.
- 8.3 **Job Descriptions and Person Specifications**
Full job descriptions and person specifications will be produced prior to the appointment to posts, in sufficient time for consideration by all potential eligible candidates. Job descriptions will generally be available as part of the consultation document package. Where staff views are necessary for their production they will be issued in draft form and revised during the consultation process.
- 8.4 **Automatic appointment**
When new posts are created which are broadly similar in nature to existing posts and of the same grade and there is no reduction in the number of posts, the existing post holders will be automatically appointed into the new post. It is envisaged that such posts would be assessed as being broadly similar to the previous post.
- 8.5 Staff will not be required to complete formal application forms for ring-fenced posts.

9.0 Competitive “slotting in”

- 9.1 Once the automatic “slotting in” process is complete, the structure will be appointed to from the top down in most instances. Where there is no right to automatically “slot in” or reduction in the number of posts, a competitive “slotting in” process will take place. Posts will be ring-fenced for staff in the affected group in the first instance. Members of staff will be required to demonstrate that they have the skills necessary or could develop the skills necessary within a reasonable time period i.e. within six months.
- 9.2 Staff who are in posts that are not assessed as broadly comparable but contain some similar duties and responsibilities to the newly created posts, will be invited to apply for these posts. This is to ensure that people with the most appropriate skills are considered for the posts. A member of staff may express an interest in more than one post.
- 9.3 Staff will be asked to write a short statement outlining their suitability for the post, their skills, qualifications and experience. They will be shortlisted if they meet the criteria in the person specification.

10.0 Interviews for competitive “slotting in” process

- 10.1 Arrangements will be made to provide support and advice about the interview process to those that request it.
- 10.2 Every effort will be made to ensure that interviews are as informal as possible, however a degree of formality will be required to ensure that each interview is consistent and evidence can be gathered about each candidate in full for consideration against the person specification.
- 10.3 The panel will comprise of the appointing manager, a relevant professional from outside the department and/or a member of the supporting HR department. Every effort will be made to ensure that the panel consists of no more than 3 people. This may not be possible in certain posts, such as those involving multi-agency or multi-department working or for very senior posts.
- 10.4 The panel will take care that their questioning allows the candidate to show the full range of their skills and experience, only information presented at interview will be considered. Skills, such as presentation skills will, where necessary, be assessed from performance in tests, in addition to the interview. The panel may give all candidates information about the main areas for discussion prior to the interview. Formal feedback will be available to all candidates on their performance.

11.0 Advertisement of Posts

- 11.1 Once the automatic and competitive slot process is complete, unfilled posts will be advertised through the normal recruitment processes identified in Schedule 8 (HR Protocol).

12.0 Measures to retain staff in employment: Redeployment

- 12.1 When one or a number of staff are identified as being at risk of redundancy, management will seek to identify suitable or potentially suitable posts for them. Suitable posts may be identified from across the Services. In addition:
- for staff employed on Trust contracts of employment, posts will be identified from across the Trust (or successor organisation) services.
 - for staff employed on Brighton and Hove City Council contracts of employment, posts will be identified across the City Council.
- 12.2 Staff who are declared "at risk" will be asked to clearly identify the areas of alternative work within which their skills and interests lie on redeployment pro-forma. The redundancy and redeployment process will be discussed with the individual at this time. Once completed, the pro-forma will be used to clearly identify areas of work that may offer suitable employment and where practicable a recruitment freeze in those areas will be actioned. To ensure that the impact on other services is minimised there will not be a blanket approach to freezing posts. As soon as the change proposals are announced, it is expected that vacancies will be frozen or appointed to on a temporary basis within the service in which the change is taking place. Where possible, in the first instance staff will be redeployed within the service in which they currently work but should this not be practicable, re-deployment on a wider basis will be considered.
- 12.3 Other measures may be considered such as reduction in the use of bank staff, agency workers or overtime where these cover what could be translated into a permanent vacancy.
- 12.4 Posts identified through any of these processes will be ring-fenced in the first instance for consideration by those staff who require re-deployment. The ring fence of posts will be open to include staff who are being re-deployed for reasons other than redundancy.
- 12.5 Due to increased partnership working between organisations and increasing opportunities for staff development between organisations, careful consideration will need to be given to staff in the following situations when determining eligibility for consideration for posts in the new structure.
- Joint posts
 - Fixed term contracts
- 12.6 Staff seeking redeployment will be matched against suitable vacancies and where a reasonable alternative post is identified an appointment will be made outside of any other recruitment process.
- 12.7 Staff with redeployment status may apply for posts that they have not been matched to i.e. promotional opportunities but in these cases they would apply and be considered in line with normal recruitment procedure.
- 12.8 Temporary re-deployment: re-deployment to a suitable temporary position will be considered in agreement with the member of staff. This will be intended to allow a longer period to seek permanent re-deployment. Redundancy pay will not be affected by the acceptance or refusal of such a post.

Commented [FB1]: We would allow someone at risk to redeploy to a FTC. But we don't usually engage in temporary redeployment just to allow more time, to obtain a permanent role.

- 12.9 If satisfactory alternative employment is not found at the end of the dismissal notice period, redundancy pay will be paid as per the individual employee's contract of employment.
- 12.10 Protection will apply to staff being redeployed into temporary posts but such service will be counted towards the total period of protection entitlement.
- 12.11 Trial periods: all employees who are redeployed owing to being at risk of redundancy are entitled to a trial period of 4 weeks. The dates of the trial period should be recorded in writing. The purpose of this is to allow the manager and member of staff to determine if the post is suitable. The employee can try out a post they may not be sure about without jeopardising their entitlement to redundancy pay. In some circumstances a longer period can be agreed but this may affect entitlement to redundancy payment and a full discussion regarding this should take place at this time.
- 12.12 The manager may be encouraged to recruit someone who may need additional training as he/she will have an opportunity to assess their general suitability and potential during the trial period.

13.0 Pay Protection

- 13.1 Where an individual who is deemed at risk of redundancy moves to a suitable alternative post which attracts a lower wage or salary, the pay protection policy of the Employing Organisation will apply.
- 13.2 BHCC Excess Mileage Policy or excess mileage as set out in the SPFT Protection of Pay & Conditions of Service Policy may be applicable depending on the circumstances of the change.

14.0 Criteria for redundancy selection

- 14.1 It is in the interest of the service to retain staff with the most relevant skills for the posts available. However, in circumstances where compulsory redundancies have been identified any selection criteria for redundancy will be undertaken reasonably and in accordance with objective criteria.
- 14.2 In these cases, consideration will be given to expressions of interest in voluntary redundancy. Volunteers will be accepted dependent on financial considerations, public accountability for public service expenditure, and the overall need for the skills of the individual within the service. Volunteers will normally only be accepted where it reduces the need for compulsory redundancies.
- 14.3 It will be the responsibility of each employing organisation to determine the criteria for selection following consultation with the recognised trade unions/professional bodies.

15.0 Redundancy

- 15.1 Notice of redundancy will generally be issued to those at risk once the department structure is filled, or during the process of re-deployment. Notice will be issued to be in line with the planned implementation date of the new structure changes. The process

for redeployment of staff will continue during the notice period. Reasonable time off to look for work and attend interviews will be granted.

15.2 Dismissal process: ending employment through redundancy is a dismissal and must follow statutory requirements of a three stage dismissal to comply with the Employment Act 2002. There may be exceptions where collective redundancies of 20 posts or more over a 90 day period are being considered.

- The first stage is to notify the staff member in writing of the reasons for their proposed redundancy (see para 4.1 above). The outcomes of consultation and the reasons for the outcome of selection decisions and any measures to maintain employment will be confirmed in writing to the individual.
- The second stage is to meet with the employee to discuss the proposal and to confirm the decision following completion of any consultation and selection procedures. This meeting should be conducted by the manager with designated authority to dismiss the employee under their disciplinary procedure and will confirm the dismissal by reason of redundancy. The employee will be notified of their right to appeal in the meeting and this will be noted in the letter confirming the issuing of notice.

Every effort will be made to hold this meeting at a time and date convenient to the post-holder. If they are unable to attend for good reason e.g. sickness, an alternative date will be set within 7 days. If they subsequently fail to attend or did not have a good reason the organisation may decide to issue notice of redundancy without further attempts to arrange a meeting.

- The third stage is to hold an appeal hearing should the employee wish to take up this option. Where possible, the appeal will be heard by a manager more senior than the dismissing manager. The outcome of the appeal hearing will be notified to the employee in writing. There will be no further levels of appeal within the organisation.

15.3 Redundancy payment: A redundancy payment will be made where appropriate in accordance with the terms and conditions of the employee's contract of employment. Staff will normally be required to work their notice, in certain circumstances different work or leave arrangements may be negotiated by either party. There is no contractual requirement for Council staff to be paid "in lieu" of notice.

15.4 A failure to accept or apply for suitable alternative employment that is identified through the re-deployment process may invalidate the member of staff's entitlement to redundancy pay.

SCHEDULE 10 – Safe & Effective Practice



Document	BHCC SPFT S75 Safe & Effective Practice
Audience	BHCC SPFT Management and Staff
Date Agreed	November 2025
Review Date	November 2026

1. Introduction

In the spirit of joint working, collaboration and maintenance of positive working relationships, this schedule assumes that the following **core principles** will underpin existing and future joint operational and strategic processes, actions, and developments

- Ensure that all practice developments are focused upon improving outcomes for the population we serve.
- Always consider the impact of any changes on our staff teams, working to make our joint systems collaborative and supportive for all.
- Encourage openness and transparency between organisations, to foster trust and communication.
- Focus upon reducing and eliminating duplication of work, to reduce 'hand-offs'.
- Develop systems that enable and empower front line staff to make decisions and thereby reduce unnecessary escalation.
- Set up systems and structures that necessitate regular communication between services at all levels and encourage joint working and collaboration.
- Continue to use the above principles to review and challenge how we are progressing as the new partnership develops.

In common with all practitioners across council adult social care services, mental health social work operates within a model of practice which is strengths based and person-centred and which enables people with care and support needs to maximise independence, prevents the escalation of need, and provides timely information and advice.

2. Safe & Effective Practice

Safe and effective social work is achievable when the operating conditions are such that the role of mental health social work is well understood and that the organisations responsible for the provision of social work provide the necessary support and oversight.

To achieve consistently high-quality outcomes for service users and carers, social workers and social care workers who are employed by Brighton and Hove City Council must:

1. Have and maintain the skills and knowledge to establish effective relationships with people who use social care services and with professionals in a range of agencies and settings and be the key connectors in communities.
2. Be a highly visible and their contribution to mental health care more broadly should be well understood by all.

This schedule emphasises the importance of systems approach to supporting social work in its delivery of mental health care and sets out the key components and expectations of the host and employing organisation.

The intention is to develop a working environment where social work/social care practice and social workers flourish, in turn supporting recruitment and retention and enhancing reputation as a service provider and the experience of people who use mental health social work services.

The shared core expectations of Brighton and Hove City Council (BHCC) (the Employing Organisation) and Sussex Partnership NHS Foundation Trust (SPFT) (the Host Organisation) will enable social workers and social care practitioners (and SPFT employees undertaking delegated statutory social care functions) to work effectively and safely.

SPFT understands and actively promotes the role of statutory social work and social care and in turn ensures that all staff, stakeholders, and people who use services understand its role and function.

3. Statutory Context

Mental health social workers and social care workers who are co-located in SPFT work collaboratively with a range of mental health professionals with a common aim of supporting the wellbeing of people with care and support needs. Applying professional knowledge, values and skills, social workers perform a range of statutory functions on behalf of BHCC.

Social Workers discharge these delegated statutory functions through regulated professional practice. regulated professional practice. The provision of social care is shaped by statute and statutory guidance and by the following legislation:

- Care Act 2014
- Mental Capacity Act 2005 and DoLS
- Mental Health Act 1983, as amended in 2007 (New Mental Health Act expected to be law from 2023/4)
- Human Rights Act 1998
- The Domestic Violence, Crime and Victims Act 2004 and subsequent legislation relating to DVPN, DVPO, the criminal offence of Coercive and Controlling Behaviour, Modern Slavery and Forced Marriage.
- Working together to Safeguard Children is clear that S11 Children Act 2004 is equally applicable to health and social care staff.

For the purposes of this schedule, the expectations for safe and effective practice must be delivered within the framework of the [Standards for Employers of Social Workers](#)

Standard 1 Strong & Clear Social Work Framework
Standard 2 Effective Workforce Planning Systems
Standard 3 Safe Workloads & Case Allocation
Standard 4 Wellbeing
Standard 5 Supervision
Standard 6 Continuing Professional Development
Standard 7 Professional Registration
Standard 8 Strategic Partnerships

Strong & Clear Social Work Framework (Standard 1)

Social Work professional practice contributes to wider service quality outcomes and achieves this through four core elements:

1. Application of the law and legal literacy.
2. Practice, which is explicitly person centred, strength-based and human rights driven,
3. High performing and professionally accountable practice informed by theory, post qualifying standards, research and policy and the values and standards set out by the professional regulator.
4. Operating within the BHCC performance framework which includes core metrics around operational activity, safeguarding, finance and workforce. The metrics are defined within Schedule 2 (Performance Indicators).

BHCC Social Work is responsible for specific statutory functions which are performed on behalf of BHCC. These duties take primacy over any other mental health function that the social worker's host team or service is responsible for.

It is expected that registered BHCC mental health social workers and BHCC managers provide advice, support, and guidance to SPFT staff to assist compliance with Care Act statutory duties on a day to day and case by case basis.

All BHCC Social Workers and social care workers operate within the defined adult social care model of practice which uses *strength based and person-centred* approaches to conduct the range of statutory duties as outlined below.

Application of professional knowledge and skills is evidenced through accurate record keeping and recording.

(Insert Table on where work must be recorded – Eclipse or Care Notes or both)

Task	Eclipse	Carenotes
S42 (Care Act) Safeguarding	All referrals, forms and casenotes to be recorded on Eclipse.	Duty LEO adds alert in Care Notes which should reflect that there is an open S42 within Eclipse. Inform LP and/or Team Lead of the concerns (and forward any documents) who will then be responsible to update Care Notes including updating Risk assessments and Care Plans.
S117 (Mental Health Act) Aftercare Planning/Reviews	All forms and casenotes to be recorded on eclipse.	Alert to be added on care notes to reflect s.117 entitlement. Care Plan to be updated by LP to reflect s117 aftercare provision.
Care Act Assessments and Support Planning/Reviews	All forms and casenotes to be recorded on Eclipse.	Information to be shared with LP and recorded on Carenotes and in care plan. If there is no LP, the s75 worker will add a note to Carenotes summarising the support plan.
Mental Capacity Act Assessments and Best Interests Decisions which relate to statutory decisions	All forms and casenotes to be recorded on eclipse.	Casenote to be recorded to Carenotes if appropriate.
Restrictive Practices, DOLS, DOLS Objections	All forms and casenotes to be recorded on eclipse. All legal paperwork to be uploaded on eclipse.	Casenote to be recorded to Carenotes if appropriate.
Mental Health Act Assessments and related statutory assessments	Currently under review	Currently under review

For the purposes of this schedule, BHCC Mental Health Social Work functions are defined as:

1. Promotion of individual wellbeing (Care Act 2014).
2. Providing advice and information (Care Act 2014).

3. Undertaking assessment, care, and support planning duties in line with the Care Act and [statutory guidance](#).
4. Support Planning to meet eligible care and support needs including but not restricted to the acquisition of commissioned services.
5. Supporting the transition into adulthood for people with care and support needs.
6. Contributing to planning arrangements for people subject to Mental Health Act S117 After Care.
7. Providing professional social work interventions to meet eligible social care needs or to ensure that the wellbeing (Care Act 2014) of a person with care and support needs is supported.
8. Leading Safeguarding Adults enquiries and overseeing support arrangements for people at risk of abuse or neglect.
9. Performing statutory duties associated with the Mental Health Act when acting as an Approved Mental Health Professionals (AMHP).
10. Maintaining Legal literacy to support excellent practice, including: Care Act, Mental Health Act, Mental Capacity Act, Equality Act, Human Rights Act, Children and Families Act, Criminal Justice legislation.
11. Maintaining an understanding of the social determinants of health (i.e. relationships, financial security, and employment) and championing social and psychosocial interventions for people with mental health needs.
12. Social supervision under Part 3 of MHA.

Existing systems are already in place to deliver these functions, but under this agreement a Joint Operational Group (JOG) (see section 11 below) is tasked with reviewing and developing these processes to ensure they deliver on the principles and statutory requirements outlined above.

Cases which present high risk to individual(s) with care and support needs, which are complex or high profile, or which present a reputational risk to BHCC should be escalated through agreed channels via the General Manager for Adult Social Care

Effective Workforce Planning Systems (Standard 2)

Maintaining safe and effective practice is critically dependent on effective workforce planning and vacancy levels across SPFT and BHCC. Staffing levels will be maintained in line with those outlined in Schedule 6 (staff posts allocated to the arrangements).

Where the delivery of statutory social care would be compromised by labour market influences such as those resulting in a low supply of appropriately qualified social care staff (or where this is anticipated), the Joint Operational Group will monitor and agree actions which promote the continuation of safe and effective practice. Necessary remedial actions will be set out by the JOG to mitigate identified risks relating to BHCC being unable to discharge statutory Care Act duties due to workforce depletion.

Workforce risks will be logged on the JOG risk register.

The Joint Operational Group (JOG) will agree a joint approach to the recruitment of Newly Qualified Social Workers and the provision of placements for social work students, maintaining links with Higher Education Institutions (HEIs) through BHCC Professional Education

Consultants, Learning and Development team and through the BHCC social work Teaching Partnership.

Workforce needs will be overseen by the JOG alongside broader performance measures to ensure that staffing levels are adequate to maintain core business for both SPFT and BHCC and that safe and effective practice is supported.

The JOG will escalate workforce needs to Joint Management Group where necessary.

Safe Workloads & Case Allocation (Standard 3)

It is the responsibility of BHCC, (through designated management roles) to oversee social care work which falls within the definitions in Standard 1 above and this includes the allocation of work.

A mechanism for safe and timely allocation of work will be agreed through the JOG to ensure oversight, accountability and safe and transparent decisions in line with the expectations set out in this schedule. This will be a system agreed jointly with social work practitioners and line managers to set transparent safe working levels in each service area.

Caseloads will be regularly assessed by the practitioner, their supervisor and line manager (where they are different) to take account of work complexity, individual capacity and time needed for supervision and continuing professional development.

Cases will be allocated transparently, with prior discussion with the individual social worker/social care worker, and with due consideration to experience and existing caseloads

Professional judgment about workload capacity issues will be respected in line with the requirements of the practitioner's professional registration (Social Work England Professional Standards).

Contingency action will be taken when workload demand exceeds staffing capacity and escalated, in the first instance to the joint operational management group.

Wellbeing (Standard 4)

SPFT will provide a safe working environment for co-located social workers/social care workers and ensure that their health, safety and welfare needs are met.

Managers with operational responsibility for BHCC employees should refer to the HR schedule.

Managers with operational responsibility for BHCC employees should also refer to the BHCC attendance management tool kit and policy and the BHCC flexible working policy.

Health and safety at work is not only determined by the physical environment but also by the nature of work, which, in the case of social work/social care work is emotionally demanding and complex. BHCC provides a number of [resources, support and guidance](#) in relation to improving general wellbeing of everybody working for the council.

SPFT will ensure the availability of confidential, private spaces which are available for supervision, informal confidential professional discussions between colleagues and other professional meetings.

BHCC will provide co-located staff with the practical tools to work effectively, for example, access to the case recording system (Eclipse), information technology and relevant training to use systems.

Jointly agreed lone working policies will be in place and robustly implemented.

There will be jointly agreed mechanism which enables staff to report and respond to their experience of racism, bullying and/or harassment and ensure staff know about and have access to the Council's BME and Disabled worker fora.

SPFT will actively support social workers and social care workers to participate in professional peer group meetings such as the social work forum which provide an important source of additional support.

Supervision (Standard 5)

Supervision is a core process in supporting the delivery of high quality and high performing mental health social care services. It is an integral part of professional practice, ensuring that people who use social care services are getting the right help and are supported to achieve best outcomes.

It is essential, therefore, that practitioners who are managing complex and emotionally challenging situations have access to regular, high-quality supervision from skilled supervisors and that they engage with reflective practice groups, where they are available.

Supervisors have responsibility for overseeing the professional practice of social workers and social care workers.

BHCC will ensure the availability of professional supervision and reflective practice groups in line with its supervision policy. The policy specifies that supervision should take place regularly, as a one-to-one meeting, in an environment in which confidential discussions can take place.

SPFT will enable social workers and social care workers to access and engage with supervision in line with BHCC's supervision policy and will maintain compliance with the expectation that formal 1 to 1 supervision should be provided, at a minimum, of once every 4 – 6 weeks but the frequency should also be tailored to the supervisee's professional needs.

Where management and supervision arrangements are shared between a SPFT line manager and a BHCC practice supervisor, respective roles, responsibilities, and accountabilities must be set out in the supervision agreement to ensure that they are clearly understood. It is expected that these arrangements are reviewed regularly to ensure that they continue to offer the supervisee the right level of managerial, performance and professional support to maintain safe and effective social work/care practice and that the practitioner is confident in their knowledge and skills to support the delivery of health related (SPFT) tasks

Continuing Professional Development (Standard 6)

BHCC will ensure that all co-located staff receive appropriate training and development to enable safe and effective practice and to meet professional registration requirements (for regulated professionals).

BHCC will ensure annual appraisal and development reviews (PDPs) are undertaken by management for all BHCC employed co-located staff and that this information is used jointly by Council and Trust managers for the co-located staff as appropriate for the purposes of individual development activities.

SPFT will allow all co-located staff learning and secondment opportunities as per the Council policy.

SPFT will provide development opportunities to co-located BHCC staff to ensure that they have access to necessary and appropriate training opportunities relating to clinical aspects of mental health which are applicable to social care practitioner roles or which support collaborative working across multidisciplinary teams.

BHCC has delegated statutory care and support planning functions to SPFT. BHCC must therefore ensure that these functions are carried out and that all relevant duties under the Care Act, regulations and statutory guidance are fulfilled.

As SPFT is carrying out care and support functions on behalf of BHCC (for example conducting a care act assessment) relevant SPFT Staff must have the appropriate training, knowledge, and skills to do so.

BHCC will ensure that appropriate training and development opportunities are available to SPFT staff who undertake care and support planning statutory duties on its behalf and SPFT will enable these staff to participate in this training.

Where mandatory training targets have been jointly agreed with the aim of enabling safe and effective practice (either solely for BHCC or jointly for SPFT/BHCC staff), these will be monitored by the BHCC Finance and Performance Board.

Training requirements and expectations (including training targets) may evolve where practice development needs are identified through the Joint Operational Group (JOG).

The BHCC Practice Development and Assurance Board (PDAB) is responsible for governing, steering and leading practice development requirements. The JOG will therefore be represented at the PDAB.

Professional Registration (Standard 7)

BHCC will reimburse registration fees for co-located BHCC staff in circumstances where professional registration is a requirement of the role.

SPFT and BHCC will be familiar with Social Work England's [Professional Standards](#) for safe and effective practice and understand a social worker's regulatory requirements to maintain their professional registration.

SPFT will foster and encourage a culture of ethical practice to ensure that social workers are supported to challenge unsafe practice and report concerns in accordance with professional standards.

Social Workers will be supported and encouraged to uphold the regulators professional standards which are specialist to social work, ensuring that effective CPD opportunities and supervision are provided.

SPFT and BHCC will support social workers in upholding the regulator's professional standards, which are specialist to social work, ensuring effective CPD opportunities and supervision are provided.

Any decision about fitness to practice referral to professional regulators will be taken following or in conjunction with formal HR procedures and in consultation with the BHCC Principal Social Worker.

Strategic Partnerships (Standard 8)

BHCC and SPFT recognise that the expectations set out in this schedule requires a jointly agreed programme of work which sets out priorities and monitors progress and actions. This is an essential requirement to deliver the best outcomes for both staff and population

To enable this, the following governance structure has been jointly agreed:

- Quarterly Joint Management Group (Schedule 4) provides over-arching governance for the Section 75 agreement.
- A monthly Joint Operational Group (JOG) is responsible for developing a jointly agreed work programme to improve and maintain operational practices, pathways and processes which enable safe and effective practice as outlined within this schedule.
- The JOG will jointly monitor, develop and where necessary improve operational processes and pathways. The JOG will use existing performance measures and feedback sought from practitioners to inform actions and priorities. The JOG will provide quarterly progress and update reports to the Joint Management Group.
- The JOG will develop and maintain a risk register to identify and monitor operational risks which relate to compliance with BHCC's statutory duties and practice requirements, and which includes specific reference to assessing compliance with the expectations set out in this schedule.
- The JOG will use data to monitor compliance with BHCC performance indicators.
- Where the JOG identifies the need for additional performance measures (quantitative or qualitative), approval will be sought from the BHCC Finance & Performance Board. The BHCC Finance & Performance Board is responsible for strategic oversight of Health and Adult Social Care performance more broadly.
- Where SPFT operational team leads are responsible for the day-to-day management of social care practice and compliance with BHCC statutory social care duties, there participation in the JOG is an essential requirement.
- It is the responsibility of SPFT to ensure that team leads are adequately familiar with the social care requirements of their role and that this is reflected in the induction of new staff and in ensuring access to the relevant social care training and continuing professional development.
- There will be joint participation in quality assurance/ practice audits, as required by BHCC.

Appendix 1

Joint and BHCC Governance Functions

BHCC Finance & Performance Board	Enables oversight of directorate performance within a framework of key performance indicators - providing a forum for actions to be agreed and progress monitored	
BHCC Practice Development & Assurance Board	Provides governance and a visible platform for practice development and assurance. It is responsible for quality assurance of practice, identifying gaps and making recommendations for development/investment to the Director of Adults Social Services (DASS), reporting quarterly to the BHCC Directorate Management Team (DMT).	
Joint Operational Group	<p>Review and develop processes to ensure they deliver on the principles and BHCC statutory requirements (Standard 1)</p> <p>Monitor workforce vacancies to promote the continuation of safe and effective practice. Maintain a risk register of workforce related risks (Standard 2)</p> <p>Agree a joint approach to the recruitment of Newly Qualified Social Workers and the provision of placements for social work students (Standard 2)</p> <p>Jointly agree a mechanism for safe and timely allocation of work to ensure oversight, accountability, throughput, and safe and transparent decisions in line with the expectations set out in this schedule and to set transparent safe working</p>	

	<p>levels in each service area (Standard 3)</p> <p>Take Contingency action when workload demand exceeds staffing capacity (Standard 3)</p> <p>Identify practice development needs and maintain links with the BHCC Practice Development and Assurance Board (PDAB) (Standard 6)</p> <p>Develop a jointly agreed work programme to improve and maintain operational practices, pathways and processes which enables safe and effective practice as outlined within this schedule. (Standard 8)</p> <p>Develop and maintain a risk register to identify and monitor operational risks relating to compliance with BHCC's statutory duties and practice requirements, and which includes specific reference to assessing compliance with the expectations set out in this schedule (Schedule 8)</p> <p>Provide quarterly progress and update reports against the work programme to the Joint Management Group and as required to the BHCC Finance and Performance Board and the BHCC Practice Development and Assurance Board (Standard 8)</p>	
Joint Management Group	Provides over-arching governance for the Section 75 agreement, and the separate schedules identified within it	

SCHEDULE 11 – Joint Operational Group



Document	BHCC SPFT S75 Joint Operational Group
Audience	BHCC SPFT Management
Date Agreed	June 2025
Review Date	June 2026

Composition and operation of the Joint Operational Group

1. The Group shall comprise:
 - (i) the Council General Manager of Social Care Mental Health Services
 - (ii) the Trust General Manager of Mental Health Services
 - (iii) the Council Operations Manager of Social Care Mental Health Services
 - (iv) the Trusts Team Leads and Service Managers of Mental Health Services
2. The meetings will be co-chaired by the General Managers for the Council and Trust.
3. Other individuals from each Partner may be invited to attend Group meetings at the invitation of the relevant Partner but such individuals shall not be considered Members for quorum or decision-making purposes.
4. Meetings of the Group will take place at least monthly, but the Group shall have the power to vary this frequency.
5. Meetings will be split to have a dedicated Adults and Older Adults Joint Operations Meetings that will take place monthly
6. A larger meeting will be held every 3rd month that we will comprise of both the Adults and Older Adults members.
7. Meetings of the Group shall be quorate only where both Partners are represented at such meeting and the following Members are present:
 - 7.1. For the Council, either the General Manager or an Operations Manager
 - 7.2. For the Trust, either the General Manager or a Service Manager

6. Decisions shall be made by consensus among the Partners.
7. Formal agenda and minutes of the Group shall be taken.

Part 2

Strategic governance and review functions of the Group

8. Governance overview

The overarching obligations of the Group shall be:

- (i) to monitor, review and take decisions regarding performance data
- (ii) To monitor, review and take decisions in support of safe and effective practice
- (iii) To monitor, review and take operational decisions regarding workforce planning
- (iv) To provide representation and attendance at the Joint Management Group
- (v) to provide a written quarterly report to the Joint Management Group outlining progress against operation work planning and the risk register

9. The role of the Group is as follows:

- 9.1 oversight of the joint working arrangements, including maintaining an operational work plan and risk register.;
- 9.2 to agree appropriate action resulting from performance, practice, workforce planning and risk reports
- 9.3 to review the extent to which the aims and objectives of the Agreement are being met;
- 9.4 To report for decision to the relevant decision-making body or bodies of each Partner as necessary.
- 9.5 To report directly to the Joint Management Group and be held to account to the delivery of this agreement.

Mental Health Services S75 Agreement:

People Overview & Scrutiny Committee 15th
of September 2025



**Brighton & Hove
City Council**

What is a s75 Agreement?

A Section 75 (s75) agreement is made between local authorities and NHS bodies and can include arrangements for pooling resources and delegating certain NHS and local authority health-related functions to the other partners.

Integrated Care Systems (ICSs) represent one of the most significant structural reforms to the NHS in the past decade. With their aim of unifying health strategy across once fragmented regional health bodies, they hope to improve the efficiency, quality and delivery of healthcare services.

The s75 agreement serves as a significant tool in achieving the ICS ambition to transform adults and older adults community mental health services and reduce health inequalities.

This agreement contributes to the improvement in mental health and wellbeing and should result in easier access to a more responsive mental health service, in line with the strategic intent of other initiatives such as the Brighton & Hove Joint Health & Well Being Strategy and the Sussex Health & Care Partnership Shared Delivery Plan.

What does a s75 Agreement mean for Brighton and Hove?

The s75 agreement between Brighton and Hove City Council and Sussex Partnership Foundation Trust has been in place for over twenty-three years and has meant Social Care staff have been co-located within the Trust to deliver its statutory duties.

This way of working in close partnership has been valued by both organisations, and by those that use our services, and the review of this agreement seeks to maintain and strengthen this collaborative way of working.

The agreement demonstrates the ongoing commitment of the Trust & the Council to work in partnership, to deliver an integrated service for the population of Brighton & Hove.

Aims and Objectives – Service Delivery

Improve access to services and secure better outcomes for service users through a jointly delivered service model.

Provide an integrated, responsive, and timely approach to the assessment, treatment and care for service services reflective of their mental health and social care needs.

Promote a service that is focused on recovery, independence, individual need, and outcomes.

Provide a seamless interface for users and carers.

Provide appropriate support, advice and services in accordance with assessed need.

Aims and Objectives – Statutory Functions and Performance

Deliver an integrated service that is compliant in its delivery of statutory duties to service users and their carers.

Provide sufficient availability of all staff to ensure delivery of key functions and statutory duties, including Approved Mental Health Professionals.

Robust pathways for the allocation of social care work.

Ensure the Council's Director of Adult Social Services' statutory duties are discharged in accordance with the Department of Health's Guidance.

Fulfil national and local policy objectives.

Aims and Objectives – Management of BHCC staff

Managers within the Trust are fully conversant with the statutory duties that their teams fulfil, and Council employed staff are responsible for providing.

Managers have sufficient systems in place to monitor the caseloads of Council employed staff, enabling staff to prioritise the statutory functions aligned with their role and contracted duties.

Ensure the staff working within the Services are provided with the necessary equipment enabling them to work within the systems of both organisations.

Ensure that Council staff are accommodated within Trust sites where the Services are located.

Schedules

Within the s75 agreement there are a 11 schedules that underpin the operational aspects of the joint working arrangements.

These schedules include:

Schedule 1 - Introduction & Aims and Objectives

Schedule 2 – Local Performance Indicators

Schedule 3 – Premises and Support Services

Schedule 4 – Terms of Reference for the Joint Management Group

Schedule 5 – Financial Contributions

Schedule 6 – Staff Posts Allocated to the Arrangements

Schedule 7 - Joint Secondment Agreement

Schedule 8 – Joint HR Protocol for the Management of Staff

Schedule 9 – Joint Management of Change and Redundancy Policy

Schedule 10 – Safe & Effective Practice

Schedule 11 – Terms of Reference for the Joint Operational Group

Management Structure

Over the past three years, Brighton and Hove City Council have increased the management resource relating to this agreement so that the Council have greater oversight of statutory duties and our staff.

This s75 Agreement is overseen by a Brighton and Hove City Council General Manager, who is co-located with Sussex Partnership NHS Foundation Trust.

There are three BHCC Operational Managers responsible for overseeing the delivery of statutory duties within Adult Services, Older Adults Services, Specialist Mental Health, and the DoLS Service. Additionally, there is a Service Manager who manages the Approved Mental Health Practitioner Team.

The BHCC Managers work collaboratively with SPFT Acute, Community, and Urgent Care Managers to ensure the effective delivery of statutory duties within these settings.

Challenges

Governance and Accountability – ambiguity in responsibility boundaries.

Financial and Budgetary Issues – complexity in the staff recharging processes.

Dependence on Local Leadership – the success of s75 agreements often relies on strong personal relationships and effective leadership.

Development of Neighbourhood Mental Health Teams – BHCC management and staffing resources will need to be reorganised to effectively support the development of NMHTs.

Demand – increasing requirements for statutory work is leading to a growing waiting list, which poses a risk to Brighton and Hove City Council.

Benefits

Joined-up care - s75 agreements enable seamless coordination between health and social care, reducing duplication and fragmentation.

Shared goals - partners can align priorities and work toward common outcomes for patients and service users.

Better value for money - joint planning can lead to cost savings and more targeted investment in prevention and early intervention.

Person-centred care - services are designed around the needs of individuals rather than organisational boundaries.

Continuity of care - patients experience smoother transitions between services, especially important for those with complex or long-term mental health conditions.

Supports national policy – s75 align with government ambitions to deliver more integrated, community-based care.

Proposal

The current s75 agreement is scheduled for renewal in October 2025, and it is proposed that this agreement be extended for an additional three years.

Annual reviews of the schedules are conducted by SPFT and BHCC to ensure they accurately reflect organisational changes.

The increasing demands placed on both SPFT and BHCC are regularly assessed, with appropriate actions taken to address them.

Staffing recharges are reviewed periodically, and future funding for positions is considered when vacancies arise.

