

DATED

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## **HEALTHY BEHAVIOURS PARTNERSHIP AGREEMENT**

between

**Suffolk County Council**

and

**Ipswich Borough Council**

and

**West Suffolk Council**

and

**East Suffolk Council**

and

**Babergh District Council**

and

**Mid Suffolk District Council**

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This agreement is dated

## **Parties**

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**SCC**")
  - (2) IPSWICH BOROUGH COUNCIL of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE
  - (3) WEST SUFFOLK COUNCIL of West Suffolk House, Western Way, Bury St Edmunds IP33 3YU
  - (4) EAST SUFFOLK COUNCIL of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
  - (5) BABERGH DISTRICT COUNCIL of Endeavour House, 8 Russell Road, Ipswich IP1 2BX
  - (6) MID SUFFOLK DISTRICT COUNCIL of Endeavour House, 8 Russell Road, Ipswich IP1 2BX
- ("The Delivery Partners")**

together "the Parties"

## **1. Background**

- 1.1 SCC entered into a contract with Leeds Beckett University dated 1 April 2016 ("**the Contract**") for the provision of public health service functions in the areas of smoking cessation, weight management and physical activity. The Contract expires 30 September 2023.
- 1.2 The Child Weight Management element of the Contract will be brought in-house to SCC.
- 1.3 The Parties have agreed to work together to develop a partnership to co-produce, deliver and support the Healthy Behaviours offer for Suffolk ("**The Partnership**").
- 1.4 This Agreement sets out the basis on which the parties have agreed to develop and operate the Partnership.

## **2. Principles**

- 2.1 Collaborate and co-operate to deliver the objectives of the Partnership.
- 2.2 Pooling of resources, this could include staff time given in kind and all parties would be required to monitor and report their activity and outcomes through the Board.
- 2.3 Adherence to the governance process established by this Agreement.
- 2.4 Accountability to the Partnership for the performance of responsibilities in this Agreement.

- 2.5 Openness and transparency, including the sharing of information to identify solutions, eliminate duplication of effort, ensure consistency in delivery of the offer countywide, mitigate risk and Best Value.
- 2.6 Adherence to statutory requirements and best practice, including public procurement rules, data protection and freedom of information legislation.
- 2.7 Acting in a timely manner.
- 2.8 Acting in good faith.

### **3. Objectives**

- 3.1 To develop a countywide partnership which will work together to co-produce, deliver, and support the Healthy Behaviours offer for Suffolk.
- 3.2 To collaborate to improve the health and wellbeing outcomes for the residents of Suffolk including:
  - (a) Reducing smoking prevalence;
  - (b) Reducing inactivity; and
  - (c) Reducing the number of adults who are overweight or obese
- 3.3 Be active members within the governance structure to bring together and share expertise, knowledge and information to create an agreed approach to Healthy Behaviours.
- 3.4 Share learning and information, and where agreed resources, to deliver the Healthy Behaviours approach.
- 3.5 To maximise success by:
  - (a) Capturing and reporting activity and outcomes;
  - (b) Ensuring residents and service user voice is heard at all levels of the Healthy Behaviours programme and used to inform service development; and
  - (c) Utilising partnership data and external data sources to inform decision making such as Public Health Outcomes Framework [Public health profiles - OHID \(phe.org.uk\)](http://phe.org.uk)
- 3.6 Develop a clear communication plan for Suffolk and joint language about the aspirations for Healthy Behaviours in Suffolk, and agree an approach to evaluation, including reporting of activity and progress.
- 3.7 Ensure the delivery of Healthy Behaviours programme is aligned to the Suffolk Health & Wellbeing Board Strategy and local Alliance delivery plans.

#### **4. SCC responsibilities**

- 4.1 Provide a universal Healthy Behaviours digital offer that supports and connects to the Delivery Partners' offers, including relevant quality information, referral mechanism and case management system.
- 4.2 Use best endeavours to assist the Partnership to achieve its objectives
- 4.3 Commission NHS Health Checks
- 4.4 Maintain and promote the Suffolk Information Partnership (SIP) to enable training and development of the SIP and wider collaboration group.
- 4.5 Maintain and progress the Infolink information to ensure quality information is available for the digital offer.
- 4.6 Support the delivery of behavioural change, through Behaviour Change principles and Asset Based Community Development training to the Partnership.
- 4.7 Provide data, information and historical learning to the Partnership to inform the Healthy Behaviours offer and approach, and to ensure continuous progress.
- 4.8 Feedback data submissions to OHID (Office for Health Improvement and Disparities) as part of the responsibilities of Public Health.

#### **5. Delivery Partners' responsibilities**

- 5.1 Use existing partnerships and contracts, and their unique position within community groups, to encourage uptake of the Healthy Behaviours offer.
- 5.2 Use best endeavours to assist the Partnership to achieve its objectives
- 5.3 Ensure delivery in their area meets the local need and mirrors the countywide offer.
- 5.4 Quality assurance of delivery in their area.
- 5.5 Record activity in their area using the shared case management system.
- 5.6 Provide reports to the Partnership Board to enable SCC to comply with its national reporting responsibilities and to support the Partnership Board Chair collating and providing the reports identified in 6.6.
- 5.7 Support any other reasonable requests from SCC or the Partnership for relevant data/information.

## **6. Governance**

- 6.1 The parties shall form a Partnership Board to review progress in delivering the objectives of the Partnership.
- 6.2 The Partnership Board shall establish Terms of Reference.
- 6.3 The Partnership Board shall comprise one representative from each party. It shall be for each party to nominate their representative. Where the nominated representative is not available to attend a meeting of the Partnership Board, that party shall inform the Chair and a substitute representative may attend in their place.
- 6.4 The Partnership Board shall elect a Chair for a 6-month term. Subsequent Chairs shall each serve a 6-month term, so that during the initial term of this Agreement each party shall take the role of Chair.
- 6.5 The party providing the Chair shall also provide the secretariat function to support the meetings of the Partnership Board for the same 6-month period.
- 6.6 The Partnership Board Chair will collate and submit reports to Health and Wellbeing Board, Suffolk Chief Officers Leadership Team (SCOLT), Suffolk Public Sector Leaders group (SPSL) and Collaborative Communities Board (CCB) based on reporting information provided by Partnership members
- 6.7 The Partnership Board shall initially meet on a monthly basis, and as subsequently agreed between the parties.
- 6.8 The Partnership Board will only meet when a representative is available from each party and shall take decisions through consensus. Formal arrangements for voting will be established by the Partnership where parties consider this necessary.
- 6.9 The Partnership Board may decide to establish sub-committees where this is appropriate to address specific issues.

## **7. Financial Contribution**

- 7.1 SCC will provide funding to the Delivery Partners for the delivery of a core countywide offer in the areas of smoking cessation, adult weight management and physical activity as specified in Annex A (“**the Financial Contribution**”).
- 7.2 For the subsequent financial years, SCC shall confirm to the Delivery Partners the sums that shall be available to support the deliver offer.
- 7.3 The ratios of funding between the three topic areas are based upon:

- (a) Prevalence
- (b) The leading causes of ill health and early death in Suffolk; and
- (c) Levels of deprivation across the county.

The Delivery Partners will decide upon the most appropriate allocation across the topic areas in their locality and however their allocations will not vary substantially from the proportions identified in Annex A or from those specified in the sums confirmed under 7.2.

7.4 Delivery Partners will contribute either financially or in kind.

7.5 The Partnership Board may approve the pooling of budgets.

## **8. Term and termination**

8.1 This Agreement shall commence on 1 October 2023 and shall expire on 30 September 2026.

8.2 The Parties may extend this Agreement by written agreement and will use reasonable endeavours to agree any extension no less than 6 months before expiry of this Agreement.

8.3 A Delivery Partner may terminate their participation in the Partnership (and in doing so terminate their rights and responsibilities under this Agreement) by giving at least 1 year's notice in writing to the other parties.

8.4 Where a Delivery Partner gives notice in accordance with clause 8.3 ("**the Terminating Party**"), the Terminating Party's allocation of the Financial Contribution shall cease from the date their participation in the Partnership terminates, and that funding shall be used either by the Partnership to continue to deliver the Healthy Behaviours offer in the geographical area of the Terminating Party, or shall be used by SCC in delivering its public health service functions in the geographical area of the Terminating Party.

8.5 Where clause 8.3 is invoked, the remaining parties shall consider whether they wish the Partnership to continue.

8.6 SCC may terminate this Agreement on giving the Delivery Partners 1 year's notice in writing but shall only do so after engagement with the Delivery Partners.

## **9. Dispute resolution**

9.1 If any party has any issues, concerns or complaints in relation to the Partnership, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time the matter shall be escalated to senior representatives of the parties.

9.2 If any party receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Partnership, that party shall promptly refer the matter to SCC. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Partnership, without the prior approval of the Partnership Board.

**10. Variation**

This Agreement may be varied by written agreement of the Parties.

**11. Costs and liabilities**

11.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

11.2 The parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that another party shall be liable for any loss it suffers as a result of this Agreement.

**12. Status**

12.1 This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Agreement. The parties enter into the Agreement intending to honour all their obligations.

**13. No partnership or agency**

13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

This Agreement has been entered into on the date stated at the beginning of it.

<b>Signed for and on behalf of Suffolk County Council</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

**Signed for and on behalf of Ipswich Borough Council**



<b>Signature:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

<b>Signed for and on behalf of West Suffolk Council</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

<b>Signed for and on behalf of East Suffolk Council</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

<b>Signed for and on behalf of Babergh District Council</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

<b>Signed for and on behalf of Mid Suffolk District Council</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

**ANNEX A      The Financial Contribution**

<b>Authority</b>	<b>2023-24</b>	<b>2024/25</b>	<b>2025/26</b>
<b>Adult Obesity</b>			
IBC	£57,241	Q3 - Q4	<b>£114,481</b>
WSC	£67,781	Q3 - Q4	<b>£135,561</b>
ESC	£100,485	Q3 - Q4	<b>£200,970</b>
BDC	£38,296	Q3 - Q4	<b>£76,592</b>
MSDC	£41,112	Q3 - Q4	<b>£82,224</b>
<b>Total</b>	<b>£304,914</b>		<b>£609,828</b>
<b>Smoking</b>			
IBC	£98,702	Q3 - Q4	<b>£250,749</b>
WSC	£87,761	Q3 - Q4	<b>£222,956</b>
ESC	£120,969	Q3 - Q4	<b>£307,319</b>
BDC	£44,380	Q3 - Q4	<b>£112,747</b>
MSDC	£37,645	Q3 - Q4	<b>£95,637</b>
<b>Total</b>	<b>£389,457</b>		<b>£989,408</b>
<b>Physical Activity</b>			
IBC	£59,836	Q3 - Q4	<b>£119,673</b>
WSC	£66,806	Q3 - Q4	<b>£133,613</b>
ESC	£65,988	Q3 - Q4	<b>£131,976</b>
BDC	£20,771	Q3 - Q4	<b>£41,542</b>
MSDC	£27,669	Q3 - Q4	<b>£55,337</b>
<b>Total</b>	<b>£241,070</b>		<b>£482,140</b>