

Meeting:	Exec/Member Briefing
Meeting date:	1 st July 2025
Report of:	DASS Sara Storey
Portfolio of:	Executive Member for Adult Social Care Cllr Steels Walshaw

Decision Report: Use of Acomb Garth for the 24/7 Neighbourhood Mental Health Centre Pilot

Subject of Report

1. The Connecting our City Project is a multi-agency Project aimed at improving mental health and wellbeing in York. The Project team are hosted by City of York Council ("**CYC**") and the Project has largely been funded through NHS Community Mental Health Transformation ("**CMHT**") Funding.
2. CYC currently hold York's allocation of CMHT monies, commissioning on behalf of the York Mental Health Partnership ("**YMHP**"). This includes the development of Mental Health Hubs in the City.
3. Due to the success of the Mental Health Hub developments, additional NHS funding (Circa £3.4m over 2 years) has been secured for up to 2 further Hubs in the city. One of these is part of a national pilot funded by NHS England ("**NHSE**"). CYC will hold the funding for this pilot and a 2 year budget has been finalised and agreed by the Joint Delivery Board (JDB - Partnership Board responsible for leading on the hub developments and reporting into the York Health and Care Partnership). The total funding for the pilot is £2.4 million over 2 years.

4. Funding for the NHSE 24/7 Neighbourhood Centre pilot will be allocated primarily towards the commissioning of services through contracts and agreements with voluntary sector (“**VS**”) organisations, the recruitment of a limited number of statutory roles, capital expenditure for necessary building works, and licence fee costs associated with the Hub venue.
5. Following an extensive search within the agreed catchment area, comprising Acomb, Holgate, and Westfield, the Joint Delivery Board (JDB) formally agreed in November 2024 that the 24/7 Hub would be located at Acomb Garth Community Centre (“**Acomb Garth**”) (see the **Venue Options Paper, Annex A**). Associated costs relating to the licence fee and use of the premises were presented and formally approved by the Joint Delivery Board.
6. Of the total amount received from NHSE, £123,000 has been allocated for building works which are being carried out on behalf of NHS Property Services and £143,750 has been allocated for the licence fee to Nimbuscare for use of the space for the pilot period
7. The freehold of the property at Acomb Garth is owned by NHS Property Services Limited (“**NHSPS**”). Nimbuscare Ltd. (“**Nimbuscare**”) has a lease of part of the ground floor of the property until 30 June 2032 (with a break clause on 1 July 2027) and their use of the property is governed by the terms of their lease with NHSPS.. The lease prohibits Nimbuscare from underletting or sharing occupation of the property unless this is done in accordance with the terms of the lease. Nimbuscare are only permitted to grant a LTO in the form attached to the lease. The LTO proposed by Nimbuscare does not accord with the terms of the lease. However, NHSPS has agreed to provide CYC with a side letter confirming that the revised form of LTO is acceptable in the circumstances. Technically, this should be done by way of a deed of variation. However, this has not been agreed.
8. A decision is required on the signing of an Agreement for Licence to Occupy (“**AFL**”) and a Licence to Occupy (“**LTO**”) with Nimbuscare in respect of part of Acomb Garth, together with obtaining a side letter from NHSPS relating to the LTO (“**Side Letter**”) so that the property can act as a base of the 24/7 Neighbourhood Mental Health Centre.

9. The existing premises at Acomb Garth requires a programme of building works to ensure alignment with the specifications of the co-designed service model. These works are essential to provide adequate capacity for staff, accommodate individuals accessing the Hub on a one-to-one basis, and facilitate group-based activities.
10. The Project Team has been working in close collaboration with Nimbuscare, the appointed architect, and contracted suppliers to ensure that the proposed adaptations to the space meet the operational and functional requirements of the Hub.
11. The delivery timescales for the 24/7 Hub, as mandated by NHSE, are exceptionally constrained, with a requirement for the service to be fully operational, embedded within local systems, and evaluated by May 2026. Any delay in securing the AFL, LTO and Side Letter poses a significant risk to the timely mobilisation of the Hub.

Benefits and Challenges

12. There are benefits to CYC continuing to hold the budget for the Mental Health Hub provision, as CYC already holds the existing agreements and hosts the Project Team. The Project Team are responsible for developing the Hub model, including mobilising the 24/7 neighbourhood mental health centre. This allows funding to be carried over financial years should there be delays ensuring maximum use of available funds for York. The Project Team retain oversight of the whole Project and ensure it is delivered on time, within budget and achieving the intended outcomes for residents.
13. The proposed AFL and LTO with Nimbuscare will allow CYC to take early occupation of part of Acomb Garth for use as offices and use of the required space at Acomb Garth once the works are completed to the reasonable satisfaction of CYC. If the works are not completed within the required timescales then CYC will not be required to complete the LTO.
14. As holder of the funds, CYC are best placed to issue and monitor the required agreements.
15. The proposed LTO is for 4 years with a rolling termination right after the end of the first 2 years. This ensures there is no obligation on CYC to continue to pay a licence fee for the use of Acomb Garth

after the pilot period, but also retains the right to use the building for two more years should continuation funding be secured, thus securing the investment made into the building adaptations.

16. The LTO has been reviewed by CYC Legal Services and assessed with regards to any risks to CYC. The AFL and Side Letter have been proposed to the other parties and will need to be reviewed and agreed with them.
17. The York Mental Health Hub developments are a high-profile Project with significant system engagement across York. Recruitment has started with some staff starting in post from June 2025. Building works are expected to take approximately 6 weeks. Nimbuscare have indicated that alternative office space can be available for the team within Acomb Garth whilst works are undertaken. The AFL will need to be in place for CYC to take occupation. Uncertainty around these arrangements could delay building works, and subsequently Hub opening.
18. The delivery timescales for the 24/7 Hub, as mandated by NHSE, are exceptionally constrained, with a requirement for the service to be fully operational, embedded within local systems, and evaluated by May 2026.
19. Any postponement in signing the AFL could jeopardise the planned opening timeline, reduce the period available for meaningful service delivery and user engagement, and limit the York pilot's ability to contribute robustly to the national evaluation.. This may in turn impact the future sustainability of this model.
20. CYC Legal has advised that they would not advise CYC to undertake works to a property without a lease and licence for alterations in place. However, NHSPS and Nimbuscare have refused to provide CYC this documentation to correctly formalise the relationship between the parties. Accordingly, we have instructed CYC Legal to amend the LTO to try and bring it into line with the provisions of the headlease, and have asked for NHSPS to provide CYC with a side letter confirming that they are in agreement with the form of LTO in order to mitigate the risks. See **Annex B attached to this report**. As this is an agreement (rather than a deed) it does not technically vary the terms of the headlease and would not protect CYC if NHSPS wanted to terminate the headlease/sell the freehold of the property to a third party.

21. The terms of the proposed LTO with Nimbuscare for the Hub do not give CYC an interest in the property or allow CYC to have exclusive occupation of the premises. Accordingly, there is a risk that Nimbuscare could ask CYC to share part of the premises with them or another third party during the licence period and CYC would not be able to prevent this. Besides this, the form of LTO breaches some of the terms of their lease with NHSPS. Accordingly, there is a risk that NHSPS could terminate the headlease and CYC would have no right to remain in the premises. If this were to happen, CYC could become liable to Nimbuscare for the costs of any action that the NHSPS takes against Nimbuscare for breach of lease under the indemnity provisions in the LTO.
22. The LTO does not give CYC the same level of security as it would have been granted in a lease of the property and some of the terms are less favourable. For example, there are limited obligations on the Nimbuscare/NHSPS and CYC may be required to continue to pay the licence fee in the event of uninsured damage to the premises. The terms of the documents are still being negotiated but we will seek to mitigate the risks to CYC in relation to this.

Policy Basis for Decision

23. This decision complies with both the **Health and wellbeing** and **Cost of Living** priorities within the Council Plan. The Project looks to improve access to mental health and wellbeing support, ensure open access, person centred and flexible support. Integrated models of care allow best use of resources, avoid duplication and avert more costly acute and crisis services. Offering flexible support within the community will increase accessibility for groups who are currently underrepresented within mental health services.
24. The model also seeks to address the **health inequalities** for people with a severe mental illness by improving access to physical health support, addressing the social determinants of mental health and building community connectedness.
25. Advice has been taken from colleagues in Legal Services on the drafting of the relevant agreements.

Financial Strategy Implications

26. These are all Health funding sources which are/will be passported to the Council to manage. The cost of the renovation and licence fee has been factored into the financial model and is affordable within the overall budget envelope. Any material overruns will necessitate recasting the plan to ensure the project remains within the budget envelope.
27. The 24/7 pilot funding is for 2 years (£2.4 million over two years). Discussions are happening at both a place and Integrated Care System (“**ICS**”) level about how this model can be sustained after the 2-year period. However, the appended licence to occupy allows for termination of the agreement after the 2-year period should continuation funding not be secured.
28. The Hub development work aligns with other developments in relation to integrated community service provision and Integrated Neighbourhood Teams for which joint funding arrangements are being developed.

Recommendation and Reasons

29. **Recommendation(s)** - The Executive Member will be asked to:
 - a. Approve the option for City of York Council to enter into the AFL ,Licence to Occupy and a Side Letter relating to the property at Acomb Garth, once they are agreed, as the holder of the funds for the pilot, and to delegate authority to the Corporate Director of Adult Services and Integration (“**DASS**”) in consultation with the Director of Governance and the Chief Finance Officer to take such steps as are necessary to draft, negotiate, and conclude the proposed Agreement for Licence to Occupy, Licence to Occupy and side letter.

Reason(s): The recommendation allows the City of York Council and the partner organisations within the hub to occupy and make necessary alterations to Acomb Garth as part of a pilot project. By securing occupancy and making modifications, the Council can ensure that the site becomes operational without undue delay, in line with NHSE expectations. The Agreement for Licence to Occupy, Licence to Occupy and side letter confirms the Council’s right to use

the site and mitigates some key risks from a property law perspective (to extent possible in the circumstances and given the position taken by NHSPS and Nimbuscare) and ensures alignment with Council policies. As host to the Project Team and budget holder, CYC is best placed to manage these arrangements and ensure best outcomes for the residents of York. There are still a number of risks set out in the Risks section below.

Background

30. A previous paper was taken to Executive on 14th November 2024 where the issuing of 2-year agreements for voluntary sector providers within the Mental Health Hubs was agreed. This has enabled the recruitment of staff for the 24/7 hub.
31. The Connecting our City Project is a multi-agency Project aimed at improving mental health and wellbeing in York. The Project team are hosted by CYC and the Project has largely been funded through NHS CMHT Funding and NHSE Pilot funding.
32. One of the key priorities for the Project was to establish a Trieste style Mental Health Hub model for York. These Hubs will offer a range of support in a flexible manner with a multi-agency team, that are able to be responsive and enable early intervention to prevent a decline in mental health. The Hub is able to support a person to develop a network of community assets to support them to thrive in their local communities.
33. The Hub model was co-designed in April 2022 as part of a detailed process involving people with lived experience and a range of practitioners from across organisations in York. The model was then prototyped supporting a small number of individuals from January 2023 with a team including clinicians, social care, peer support, recovery workers, carer support and social prescribing.
34. The first Hub opened on a permanent basis at the end of May 2024 at 30 Clarence Street and from September 2024 has integrated with the Mental Health Recovery Service. The Hub is already showing positive outcomes both for individuals and the system.
35. As previously reported, we have secured £2.4m over 2 years for a 24/7 Mental Health Hub in the West of the City (Acomb, Holgate &

Westfield) as part of a national pilot. This will be York's second mental health hub.

36. York's Hub development journey and the unique partnership approach to this, continues to attract significant national and local interest.
37. The delivery timescales for the 24/7 Hub, as mandated by NHSE, are exceptionally constrained, with a requirement for the service to be fully operational, embedded within local systems, and evaluated by May 2026. We are working towards a hub opening date of July 2025.
38. Significant work has been undertaken since the last report was submitted in November, including conducting a new codesign process with residents and practitioners, sourcing of a venue, agreement of a staffing model, and recruitment to several key operational roles.
39. Following an extensive search within the designated catchment area, comprising Acomb, Holgate, and Westfield, the Joint Delivery Board formally agreed in November 2024 that the 24/7 Hub would be located at Acomb Garth (**Venue Options Paper, Annex A**).
40. The freehold of the property at Acomb Garth is owned by NHSPS. Nimbuscare has a lease of part of the property and their use of the property is governed by the terms of their lease with NHSPS. Under the terms of the LTO, CYC is obliged not to do anything to put Nimbuscare in breach of the terms of headlease. However, the terms of the LTO do not fully accord with the terms of the headlease. CYC have requested a side letter from NHSPS to mitigate the risks in relation to this and NHSPS have confirmed that they are happy with this approach. This is not an ideal solution from a legal perspective. Because, legally a lease can only be varied by way of a deed of variation. Therefore, should NHSPS wish to do so, it could transfer the headlease to a third party who would not be bound by the Side Letter and the third party could say that the LTO is in breach of the terms of the headlease.
41. Subsequent to the venue selection, associated costs relating to rental and use of the premises were presented and formally approved by the Joint Delivery Board. £123,000 has been allocated for building works which are being carried out on behalf of NHS

Property Services and £143,750 has been allocated for the licence fee to Nimbuscare for use of the space for the pilot period. These costs will be covered in full by the NHSE pilot monies.

42. As the budget holder for the 24/7 Hub pilot, a decision is required on the signing of an Agreement for LTO and a Licence to Occupy at Acomb Garth Community Health Centre as a base of the 24/7 Neighbourhood Mental Health Centre.
43. The existing premises at Acomb Garth require a programme of building works to ensure alignment with the specifications of the co-designed service model. These works are essential to provide adequate capacity for staff, accommodate individuals accessing the Hub on a one-to-one basis, and facilitate group-based activities. The total cost for these works is approximately £123,000 (tender process carried out by Nimbuscare). These costs will be covered in full by the NHSE pilot monies.
44. NHSPS will not allow CYC to be a party to the deed documenting the works being undertaken to the property because CYC does not have a legal interest in the property. This is a risk because there is no contractual relationship between CYC and the party who is undertaking the works to the property. CYC have been provided with a copy of the draft deed which is to be entered into between NHSPS and Nimbuscare in respect of the works and it does not include any set timeframes for the works. Accordingly, there is a risk that there could be a delay to the works and/or issues with the works and CYC would not be able to require NHSPS to do anything. Nimbuscare have agreed in principle that they would be willing to enter into a document which requires them to enforce the covenants in their deed with NHSPS in the event that there are delays/issues with the works but this will only be of limited use because there are only limited obligations in their deed with NHSPS. Accordingly, CYC legal propose for CYC to enter into a conditional agreement (AFL) with Nimbuscare which states that CYC will only be required to pay for the works and complete the LTO once the works have been completed to CYC's reasonable satisfaction. CYC are preparing the first draft document and aim to agree this with Nimbuscare as soon as possible. This is not a good position from a legal perspective but it is all that the other parties are willing to agree at this stage. CYC will request that the approved plans and specifications are annexed the AFL and that if the works are not completed within a certain timeframe then CYC can walk away and not pay for the works.

There is a risk that Nimbuscare will not agree to this as there is no contractual obligation on NHSPS to complete the works within a specific timeframe. This is being negotiated and a final position has not yet been reached.

45. As these are partnership project implications, the JDB have remained fully sighted on the arrangements and any associated risks. They are in agreement with the approach being taken.
46. The Project Team has been working in close collaboration with Nimbuscare (the main leaseholder at Acomb Garth), the appointed architect, and contracted suppliers to ensure that the proposed adaptations to the space meet the operational and functional requirements of the Hub.
47. Any delay in securing the Agreement for Licence to Occupy poses a significant risk to the timely mobilisation of the Hub.
48. Any postponement in signing the Agreement for Licence to Occupy could jeopardise the planned opening timeline, reduce the period available for meaningful service delivery and user engagement, and limit the York pilot's ability to contribute robustly to the national evaluation . This may in turn impact the future sustainability of this model.

Consultation Analysis

49. The development of the York Community Mental Health Hubs involved an in-depth codesign process with representation from clinicians, social work, local area coordination, voluntary sector, and over 50% lived experience and carers. The core principles that emerged from this process continue to guide the development of the York Hub model, including the desire to embed lived experience leadership. Monthly conversation cafes provide ongoing dialogue and involvement as the Project develops. The Project also has a dedicated Co-production Champion providing ongoing opportunities for involvement and engagement as well as a System Change Lead who works alongside voluntary sector colleagues to support and improve commissioning practice.
50. We have conducted a new codesign process for the 24/7 Hub within Acomb/Westfield/Holgate to inform the model for the new Mental Health Hub in the West of the City, in particular the overnight

element of this offer (see Annex C). The codesign team included representatives from the local community, individuals and carers who have experienced mental ill health, practitioners from health, social care, voluntary sector and the police. These individuals continue to be actively involved in recruitment and building design.

Options Analysis and Evidential Basis

51. **Option 1 - City of York Council to sign the Agreement for Licence to Occupy and Licence to Occupy and obtain a side letter relating to the premises at Acomb Garth as the holder of the funds for the pilot.**

Advantages:

- a. Building works can commence immediately (estimated 6-week schedule). The Hub opens as scheduled, supporting:
- b. Staff induction and mobilisation (from June 2025).
- c. Timely delivery of the NHSE-funded pilot.
- d. Sufficient period for user engagement and evaluation by May 2026.
- e. Partner confidence maintained, with integrated service delivery.

Disadvantages:

- a. There is a risk that the works are not completed in a timely manner and CYC cannot take occupation when it needs to do so.
- b. Mitigation measures in place for legal risks, including agreement with Nimbuscare in respect of the works and NHSPS consent in the form of a side letter confirming support for the licence terms are not ideal but acceptable to CYC given the relationship between the parties.
- c. Legal risks relating to CYC's occupation of the premises are managed, but not eliminated. CYC will have very limited recourse against Nimbuscare (but not NHSPS) in the event

that there are issues with the premises during the licence period. CYC legal are still negotiating the terms of the licence but (partly because it is a licence to occupy and not a lease) there are limited obligations on Nimbuscare and CYC will not have exclusive occupation of the premises.

Recommendation:

This option is recommended.

52. Option 2 - Delay Project Pending Resolution whilst all outstanding legal, leasehold, or governance issues are resolved.

Advantages:

- a. Allows more time for legal risks to be mitigated.
- b. Prevents CYC from becoming liable for potential enforcement action by NHS Property Services and from being required to exit the premises.
- c. Ensures CYC does not incur costs that could arise from unauthorised occupation or alteration.
- d. Ensures all parties understand and accept their obligations before service delivery begins.
- e. By ensuring all legal arrangements are robust before signing, this option reduces the likelihood of operational disruption or legal challenge further down the line. This also gives CYC more security in respect of any issues that arise during the licence period.

Disadvantages:

- a. Building works are postponed, likely delaying the Hub opening beyond the NHSE timeline.
- b. Staff already recruited may lack a base, risking underutilisation and potential HR issues.

- c. Service launch may be compromised.
- d. Reputational risk increases, and funding may be clawed back by NHSE.
- e. Lack of an evidence base as part of the national evaluation will compromise the sustainability of the model longer term
- f. Risk of losing Acomb Garth, as a site as Nimbuscare have cleared the proposed areas in anticipation of works starting, reducing their rental income.
- g. Significant discussions have taken place with all partners to mitigate the associated risks as far as possible. It is unlikely that additional delays would allow us to mitigate these risks entirely.

Recommendation:

This option is not recommended.

53. **Option 3 - City of York Council do not enter into the proposed agreements with Acomb Garth, and alternative arrangements are sought through the partnership.**

Advantages:

- a. Minimal legal risks to CYC.
- b. CYC avoids entering into a licensing arrangement in breach the head lease between NHSPS and Nimbuscare.
- c. Prevents any exposure to indemnity liabilities if legal consent issues are not fully resolved.

Disadvantages:

- a. Building works do not take place, delaying the Hub opening beyond the NHSE timeline.
- b. Staff already recruited will not have a base, risking underutilisation and potential HR issues.
- c. Service launch will be compromised.

- d. Reputational risk increases, and funding may be clawed back by NHSE.
- e. Lack of an evidence base as part of the national evaluation will compromise the sustainability of the model longer term
- f. Risk of losing Acomb Garth as a site as Nimbuscare have cleared the proposed areas in anticipation of works starting, reducing their rental income.
- g. Risk of losing partner engagement due to uncertainty.

Recommendation:

This option is not recommended.

Organisational Impact and Implications

- 54. **Financial**, The renovation and licence costs have been factored into the overall financial plan and are affordable within the budget envelope.
- 55. **Human Resources (HR)**, Based on the proposal options under consideration there are no obvious HR implications other than those identified as risks or disadvantages in the options provided. If the employee's service reaches 2 years, they would accrue redundancy payment rights and there may therefore be associated costs that would need to be considered.
- 56. **Legal**,
 - a. **Commercial Law**

The 2-year pilot is funded by a grant from NHSE, as well as NHS Community Mental Health Transformation ("**CMHT**") Funding.

Use of the NHSE and CMHT funding for this pilot will be subject to the terms and conditions attached to said funding. Failure to meet any specific milestones and/or project deliverables attached to either funding, or any misapplication of the funds by CYC will result in the monies being clawed-

back in whole or in part by the NHS/NHSE, or NHS/NHSE suspending and/or withholding payments.

CYC's use of this funding is subject to the Subsidy Control Act 2022. However, Legal Services has already been consulted on this and has concluded that use of this grant funding for the proposed pilot should not be considered a controlled subsidy for the purposes of the act, for the following reasons:

- One of the key criteria that must be present for grant funding to be considered a controlled subsidy under the act is that the financial assistance in question must be given to persons or bodies that constitute an enterprise; this means a person, or group of persons under common control, who are engaged in an economic activity. "Economic activity," for the purposes of the act entails the offering of goods or services on a market, and normally applies to all sectors without differentiation. However, under the act and the applicable statutory guidance, certain activities are treated being not economic activity, and therefore any financial assistance towards these activities will not be considered a subsidy. In particular, healthcare and social services funded through public resources provided for free at the point of access, such as this pilot, will not be considered economic activities for the purposes of the act. As such, any NHS/NHSE funding for this pilot at Acomb Garth Community Centre should fall outside of the Subsidy Control Act 2022.
- In addition, subsidies under the act must also have, or are capable of having, a genuine adverse effect that is more than incidental on competition or investment in the UK, or international trade or investment. However, as CYC are not engaging in economic activity for the purposes this pilot (see above), this criteria heading under the act is also unlikely to be met in this instance, and as such any NHS/NHSE funding for this pilot at Acomb Garth Community Centre should fall outside of the Subsidy Control Act 2022.
- Further, as long as any rental/licence fee under the LTO, or any other type of lease, licence and/or similar arrangement and the price of the building works at the

property are in line with current market rates, this will also help to mitigate any potential impact under the Subsidy Control Act 2022.

The proposed building works at the property are being commissioned by the freeholder, NHSPS, and so in addition there should be no procurement law implications. However, CYC will need to make sure it is involved in the design and implementation of the works to ensure that funding is not misapplied in breach of the terms of its funding with NHSE/NHSE, and to ensure the proper spending of public money. Proper invoicing and record keeping will be critical in terms of any required monitoring and reporting by NHS/NHSE.

b. ***Property Law***

The legal implications in respect of property law have been set out within the body of this report.

57. ***Procurement***

- a. This Acomb Garth 24/7 Neighbourhood Mental Health Centre 2-year pilot is being funded by a grant from NHSE, as well as NHS Community Mental Health Transformation (“**CMHT**”) Funding and therefore there is not any Council funding/budget implications. The NHSE Grant funding would be subject to the terms and conditions attached to this grant funding.
- b. This briefing report is seeking approval of the recommendation to sign an Agreement for a a Licence to Occupy, a Licence to Occupy (“**LTO**”) and a side letter relating to the premises at Acomb Garth Medical Centre between the council as the holder of the Pilot funding and the owner of this property NHS Property Services Limited (“**NHSPS**”). Therefore, in regards to this reports decision recommendation there wouldn't be any Procurement implications and liaison with the council's Legal Property team will ensure consideration of the appropriate lease, licences and commitments to the upkeep of the building are established.
- c. Whilst the Procurement Act 2023 does not include any specific provisions relating to how grants are procured and awarded there are broader principles and provisions that can have implications and be applied for grants. The Procurement Act

2023 provides a framework for more efficient and transparent procurement, which can be adapted to the specific needs of grant programs. These principles will help the Council manage grants effectively and ensure that public money is used responsibly.

- d. The building works required for Acomb Garth property where this Pilot will be delivered will be commissioned by NHSPS and Nimbuscare Ltd, through competitive tenders, quotations for these works.

- 58. **Health and Wellbeing**, The development of a new community-based mental health hub at Acomb Garth will provide accessible mental health support to local residents. This will enable more individuals to access mental health support at the early intervention stage, helping to prevent mental health issues from escalating into more severe conditions, and ultimately easing pressure on NHS services. Public Health support the recommendations in this report.
- 59. **Environment and Climate action** N/A
- 60. **Affordability**, N/A
- 61. **Equalities and Human Rights**, A full Equalities Impact Assessment has been completed and can be found at **Annex F** to the report. This identifies some positive impacts for those with protected characteristics. The mental health hub model will continue to be closely evaluated to measure outcomes and impact and equalities information will be a part of this data collection.
- 62. **Data Protection and Privacy**, The data protection impact assessment (“**DPIAs**”) screening questions were completed for the recommendations and options set out in this report and as there is no personal, special categories or criminal offence data being processed to set these out, there is no requirement to complete a DPIA at this time. However, ongoing work with partner organisations continues on DPIAs for the services delivered in Hub(s).
- 63. **Communications**, The communications team supports all the recommendations regarding this decision. In line with our communications plan, we will deliver external targeted communications with partners, alongside internal communications to support awareness and action by staff.
- 64. **Economy**, N/A.

Risks and Mitigations

65. The York Mental Health Hub developments are a high-profile Project with significant system engagement across York. Recruitment has started with some staff starting in post from June 2025. Building works are expected to take approximately 6 weeks. Alternative office space can be available for the team within Acomb Garth. The Agreement for Licence to occupy needs to be put in place for CYC to take occupation of the premises when works have been completed. Uncertainty around lease arrangements could delay building works, and subsequently Hub opening.
66. The NHSE funded pilot is expected to be delivered within an extremely short timeframe and any delay to licence arrangements could delay delivery of the pilot. This could result in NHSE clawing funding back as well as reputational damage.
67. The freehold of the Property is owned by NHSPS. Nimbuscare are a tenant of the Property and their use of the Property is governed by the terms of their lease. The terms of the license with Nimbuscare Ltd for the Hub currently breach some of the terms of their Lease with NHSPS. CYC could therefore become liable to the Nimbuscare Ltd for the costs of any action that the Licensor's landlord takes against the Licensor for breach of lease under the indemnity clause in the Licence. Besides this, CYC may not be able to occupy the Property for the Permitted Use. This risk has been mitigated by seeking written consent from NHSPS that they are happy with the proposed use of the building. See **Annex D**.
68. As Nimbuscare will not issue CYC with a lease and licence to underlet (in the usual way), legal colleagues have amended the licence to occupy and asked for NHSPS to provide us with a side letter confirming that they are in agreement with the form of licence to occupy in order to mitigate the risks.
69. As these are partnership project implications, the JDB have remained fully sighted on the arrangements and any associated risks. They are in agreement with the approach being taken.

Wards Impacted

70. Direct impact on Holgate, Westfield and Acomb wards, but potential impact on all wards citywide.

Contact details

For further information please contact the authors of this Decision Report.

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Report approved:	Yes
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Background papers

All relevant background papers must be listed.

A 'background paper' is any document which, in the Chief Officer's opinion, discloses any facts on which the report is based, and which has been relied upon to a material extent in preparing the report. See page 5:3:2 of The Constitution.

Annexes

- Annex A: Original options paper for venue consideration submitted to the Joint Delivery board
- Annex B: Draft Licence to Occupy
- Appendix C: Codesign output
- Annex D: Draft Side Letter in respect of the NHSPS Headlease
- Annex E: Draft Agreement for Licence to Occupy
- Annex F: Equalities Impact Assessment
- Annex G: Plans for Acomb Garth Alterations