

## HEALTH AND WELLBEING BOARD

**Venue: Town Hall, Moorgate  
Street, Rotherham S60  
2TH**

**Date: Wednesday 26 January 2022**

**Time: 9.00 a.m.**

### A G E N D A

1. To determine if the following matters are to be considered under the categories suggested in accordance with Part 1 of Schedule 12A to the Local Government Act 1972
2. To determine any item(s) which the Chairman is of the opinion should be considered later in the agenda as a matter of urgency
3. Apologies for absence
4. Declarations of Interest
5. Questions from members of the public and the press
6. Communications
7. Minutes of the previous meeting (Pages 3 - 9)

### For Discussion

8. Update on System Pressures, ICS and the Place Board  
Verbal update by Chris Edwards, Chief Operating Officer, RCCG
9. Safeguarding Adults Annual Report (Pages 10 - 31)  
Jackie Scantlebury, Safeguarding Adult Board Manager, to present the Adults Safeguarding Board Annual Report
10. Housing Strategy Consultation (Pages 32 - 39)  
Presentation by Sarah Watts, Manager, Strategic Housing
11. Carers Strategy (Pages 40 - 73)  
Jo Hinchcliffe, Service Improvement and Governance Manager, to present

12. Update on the Health and Wellbeing Board Action Plan (Pages 74 - 102)
13. Section 75 Framework Agreement and Better Care Fund Call-Off Partnership/Work Order 2021/22 (Pages 103 - 194)  
Councillor Roche, Chair, to report
14. Local Outbreak Engagement Board  
Verbal update by Sharon Kemp, Chief Executive, RMBC
15. Date and time of next meeting  
Wednesday, 16<sup>th</sup> March, 2022, venue to be confirmed.

**HEALTH AND WELLBEING BOARD**  
**24th November, 2021**

**Present:-**

|                     |  |
|---------------------|--|
| Councillor D. Roche | Cabinet Member, Adult Social Care and Health<br><b>(Chair)</b>                           |
| Ben Anderson        | Director of Public Health  |
| Jamie Bland         | Healthwatch Rotherham  |
| Steve Chapman       | South Yorkshire Police   |
| Dr. Richard Cullen  | Strategic Clinical Executive, Rotherham CCG  |
| Chris Edwards       | Chief Operating Officer, Rotherham CCG   |
| Shafiq Hussain      | Voluntary Action Rotherham   |
| Suzanne Joyner      | Strategic Director, Children and Young Peoples Services                                  |
| Sharon Kemp         | Chief Executive, RMBC  |
| Anne-Marie Lubanski | Strategic Director, Adult Care, Housing and Public Health                                |
| Dr. Jason Page      | Governance Lead, Rotherham CCG   |
| Michael Wright      | Deputy Chief Executive, The Rotherham Foundation<br>Trust (representing Richard Jenkins) |

**Report Presenter:-**

|              |                            |
|--------------|----------------------------|
| Sam Keighley | Yorkshire Sport Foundation |
|--------------|----------------------------|

**Also Present:-**

|                |   |
|----------------|---|
| Martin Elliott | Governance Advisor, RMBC                |
| Faye McDool    | Rotherham CAB                           |
| Gavin Jones    | South Yorkshire Fire and Rescue Service |
| Beck Woolley   | Policy Officer, RMBC                    |

Apologies for absence were received from Councillors Aveyard, Cusworth, and Thompson, Elizabeth Brown (Healthwatch Rotherham), Kathryn Singh (RDaSH), Alison Smith (NHS England) and Paul Woodcock (RMBC).

**26. MATTERS OF URGENCY**

There were no urgent items.

**27. DECLARATIONS OF INTEREST**

There were no declarations of interest.

**28. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS**

There were no questions from members of the public or press.

**29. MINUTES OF THE PREVIOUS MEETING**

The Minutes of the previous meeting of the Health and Wellbeing Board were considered.

**Resolved:-** That the Minutes of the previous meeting of the Health and Wellbeing Board held on 22nd September, 2021, be approved as a correct record.

**30. COMMUNICATIONS**

The Chair noted his attendance at a series of meetings where the future role of the Health and Wellbeing Boards had been considered.

**31. ROTHERHAM SURGE PLAN**

Anne-Marie Lubanski, Strategic Director for Adult Care, Housing and Public Health, made a presentation that provided an update on the Demand Management/Surge Plan 2021-22.

The presentation provided information on:

- Lessons Learnt during 2020-21.
- The Governance arrangements surrounding the Covid Winter Surge Plan 2021/22.
- The planned activity around the delivery of the Covid Winter Surge Plan 2021/22 in areas including:
  - Acute
  - UECC
  - YAS – 999
  - Flow management
  - Community Services
  - Mental Health
  - Care Homes
  - Communications strategy
- Planned activity around provision of services for Children and Young People by both RDaSH and Rotherham MBC.
- The Multi-Agency Covid Booster and Flu Plan.

Members made the following points during the subsequent discussion.

- Concerns were raised regarding the potential impact of a flu outbreak occurring at the same time as an increase in Covid-19 cases. Members noted the importance of ensuring co-ordinated activity across all partners to maximise the uptake of the flu vaccine as well as Covid-19 boosters.

- The positive impact of driving and delivering successful activity due to effective partnership working.
- Concerns were raised regarding staff resilience in health and social care settings due to consistent high levels of demand for many months at a level only normally seen in winter.
- Members noted success of the Covid booster programme. Concerns were however noted on the pressure that delivering this programme was having on primary care services.

**Resolved:** - That the update be noted.

**32. STRATEGIC VALUE OF PHYSICAL ACTIVITY IN TACKLING HEALTH INEQUALITIES**

Sam Keighley, Strategic Director at the Yorkshire Sport Foundation, attended the meeting to make a presentation on the strategic positioning of physical activity in Rotherham.

The presentation provided information on:

- The problems related to physical inactivity noting that:
  - Nearly 1 in 3 people across Rotherham were active for less than 30 minutes a week. This figure was much higher amongst underserved groups.
  - Inactivity was a contributing to 1 in 6 deaths in the UK.
  - How being physically active reduced the risk of heart disease by 35%, hip fractures by 68% type 2 diabetes by 40% and depression by 20%.
- The development of a prevention pathway that aimed to reduce the harms from smoking, obesity and alcohol and support healthy ageing.
- How even a small increase in physical activity could improve mental health and wellbeing, reduced loneliness and isolation and also reduced the chance of developing of non-communicable diseases.
- How the Yorkshire Sport Foundation planned to work with stakeholders across the Borough to increase physical activity.

Members made the following points during the subsequent discussion.

- The vital importance of physical activity and of getting more people active and moving in order to increase people's health and wellbeing.

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- That the challenge of getting more people being physically active was a significant one that would require a large cultural change. The biggest challenge, but the one that would make the most significant difference, would be in helping the very inactive to start moving more.
- The importance of encouraging more people to build activity into their lives and not solely focussing activity on increasing participation in organised sports and activities.
- How the Council would work to increase the physical activity of its workforce and how it would lead as an example to others in the Borough.
- How physical activity could be effectively promoted, especially with harder to reach groups across the Borough. It was noted that the involvement of local sporting celebrities could be beneficial.

**Resolved: -**

(1) That the report be noted.

(2) That activity around the objectives of:

- “All public sector anchor organisations doing what they can as employers to get and keeping their workforces active.”
- “Creating the conditions where social movements that normalise physical activity can flourish.”
- “Training front line workers across multiple organisations (prevention, early intervention and clinical) to be confident to talk about and signpost people to being active. i.e., Making Every Contact Count (MECC).”

be the priority areas of focus in plans to increase physical activity in Rotherham.

(3) That a ‘coalition of the willing’ be created to work collaboratively on each of the actions selected at (2).

(4) That a progress report be presented to the Health and Wellbeing Board in six months’ time.

**ACTION:- Policy Officer/Sam Keighley**

**33. UPDATE ON AIM 3 OF THE HEALTH AND WELLBEING STRATEGY**

Michael Wright, Deputy Chief Executive TRFT, and Sharon Kemp, Chief Executive RMBC, made a presentation that provided an update on activity surrounding Aim 3 of the Health and Wellbeing Strategy. It was noted that Aim 3 of the strategy was to:

- Ensure support is in place for carers.
- Support local people to lead healthy lifestyles, including reducing the health burden from tobacco, obesity and drugs and alcohol.

The presentation provided information on:

- Key areas of progress around priority one “Ensure support is in place for carers” including:
  - that carers had expressed support for the objectives and priorities within the Carers Strategy.
  - a programme of face-to-face events was planned through the Carers Corner, including activities to celebrate Carer’s Rights Day.
  - that over 200 carers have benefitted from receiving a carer’s grant.
- Key areas of progress around priority two “Support local people to lead healthy lifestyles, including reducing the health burden from tobacco, obesity and drugs and alcohol” including:
  - the enhanced tier 2 Weight Management Service that had now commenced.
  - that a new employee was now in post and engagement had begun with partners on the development of the drug-related death pathway.
  - funding was in place and recruitment was commencing in November for an outreach team focused on frequent attenders to ED with complex alcohol and mental health needs.
- The areas of focus that needed to be addressed to keep the implementation of Aim 3 on track. It was noted that no activities were rated as ‘off-track’ but that four were rated as ‘at-risk’. The actions that would be taken to address the ‘at-risk’ activities were noted.
- Next steps around priority one that included:
  - the planned engagement with the Young Carers Council, Rotherham Carers Forum and Rotherham Parent Carers Forum.
  - that the Carers Strategy was scheduled to come to the January 2022 Health and Wellbeing Board meeting for approval.

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- Next steps around priority two that included:
  - how the needs assessments on smoking and healthy weight would be used to inform the recommissioning of services and the development of the partnership Prevention and Health Inequalities Strategy and action plan.
  - the development of a drug-related death review policy for ratification by the Safer Rotherham Partnership and how consideration would be given if this also needed Health and Wellbeing Board agreement.
  - the commencement of delivery of the outreach service, pending recruitment to the outreach team.

**Resolved:** - That the update be noted.

**34. HEALTH AND WELLBEING BOARD ACTION PLAN**

Ben Anderson, Director of Public Health, and Becky Wooley, Policy Officer, provided an update of activity taking place around the Health and Wellbeing Board action plan.

**Resolved:** - That the update be noted.

**35. UPDATE FROM THE LOCAL OUTBREAK ENGAGEMENT BOARD**

Sharon Kemp, Chief Executive RMBC, provided an update from the Local Outbreak Engagement Board that detailed:

- that while the Covid-19 infection rate was rising in Rotherham, it was rising at a slower rate than other areas.
- that the key message given to residents would continue to be that Covid-19 had not gone away and that there should be no room for complacency.
- the activity that had been taking place around the winter communications strategy and its focus on encouraging vaccine take up and the continued wearing of masks in higher risk situations. It was also noted how communications would continue to be clear and consistent in their messaging.
- the continued success of the local contact tracing service.
- the high uptake of testing locally.

Ben Anderson, Director of Public Health, advised that the messaging around the Covid-19 booster programme would reaffirm the vital importance of getting a booster when offered one.

**Resolved:** - That the update be noted.

**36. ISSUES ESCALATED FROM THE PLACE BOARD**

Chris Edwards, Chief Operating Officer Rotherham Clinical Commissioning Group provided an update on activity around the Place Board. It was noted that the Gold Command Structure was now in operation.

**Resolved:** - That the update be noted.

**37. BETTER CARE FUND PLAN 2021-22**

Members of the Board considered the Better Care Fund Plan 2021/22.

**Resolved:** - That the documentation submitted to NHS England on 16th November, 2021, regarding the Better Care Fund Plan 2021/22, be noted.

**38. ROTHERHAM PUBLIC ICP PLACE BOARD**

Members of the Board considered the Minutes of meetings of the Rotherham Public ICP Place Board held on 7th July, 8th September, and 6th October 2021.

**Resolved:** - That the Minutes of meetings of the Rotherham Public ICP Place Board held on 7th July, 8th September, and 6th October 2021 be noted.

**39. DATE AND TIME OF NEXT MEETING**

**Resolved:** - That the next meeting of the Health and Wellbeing Board be held on Wednesday, 26th January, 2022, commencing at 9.00 a.m. at a venue to be confirmed.

People of Rotherham are able to live a life free from harm where all organisations and communities

- Keeping people safe from abuse is everyone's business
- Work together to prevent abuse
- Knows what to do when abuse happens



# ANNUAL REPORT

## 2020/21

## INTRODUCTION BY MOIRA WILSON

Rotherham Safeguarding Adults  
Board Independent Chair



**I am pleased to present Rotherham's Safeguarding Board Annual Report for 2020/21.**

**The past year has been one of unprecedented challenge as we tackled the impact of the Covid 19 pandemic on all aspects of**

**our lives. Throughout the year partners have worked tirelessly to keep people safe, support each other and adapt to new ways of working.**

Inevitably there have been some changes to delivery of our strategic plans as resources were focussed on supporting the most vulnerable people through the pandemic.

Nevertheless, as this annual report shows, the Board and its subgroups has continued to meet regularly via Microsoft Teams to ensure that the vital work of safeguarding continues and we both support and challenge each other to improve practice.

I was particularly pleased that we were able to move Safeguarding Awareness Week in November 2020 onto a virtual platform, with many more people being able to access training and workshop sessions than would have been the case in person. We will continue to build on the opportunities that new ways of working have given us, as well as recognising the importance of face to face contact in vital aspects of safeguarding work.

As this annual report is published, we are looking forward to continuing to work together to deliver our strategic priorities of:

- prevention and early intervention
- making safeguarding personal
- assuring the quality of our safeguarding work across Rotherham
- actively working with people who use our services to hear their feedback and learn from their experiences

I would like to thank all partner members for their continued support and contribution to the Board's work, both during the past most challenging of years and into the future.

## MESSAGE FROM Cllr DAVID ROCHE

Chair of the Health and  
Wellbeing Board



**Welcome to the Rotherham Safeguarding Adults Board Annual Report 2020/21.**

Looking back

on the year 2020/21 we faced challenges never experienced before and safeguarding the most vulnerable in our society became even more important. All of the Safeguarding Board partners faced pressures never experienced before and still the priority of "Safeguarding is everyone business" remained the top priority and so the years annual report is gratefully received by me and all of the partners of the Rotherham Safeguarding Adults Board.

I want to take this opportunity to acknowledge the commitment of all the board partners including the statutory, independent and voluntary community sector who continued to work together to deliver on the day-to-day business of safeguarding during a year never experienced before. Safeguarding requires strong partnership working and last year definitely proved that here in Rotherham we have a safeguarding board that will work together to safeguard its citizens and to continue to raise awareness of safeguarding.

Thank you all.

Recognise. Respond. Report.

# Keeping people safe from abuse is everyone's business

## RECOGNISE • RESPOND • REPORT

**The Rotherham Safeguarding Adults Board works to protect adults with care and support needs from abuse and neglect.**

The RSAB's objective is to ensure that local safeguarding arrangements and partnerships act to help and protect adults at risk or experiencing neglect and/or abuse.

The RSAB is a multi-agency strategic, rather than operational, partnership made up of senior/lead officers within adult social services, criminal justice, health, housing, community safety, voluntary organisations.

It coordinates the strategic development of adult safeguarding across Rotherham and ensures the effectiveness of the work undertaken by Partner Agencies in the area. The Rotherham Adult Safeguarding Partnership Board ('RSAB') aims to achieve those objectives whilst supporting individuals in maintaining control over their lives and in making informed choices without coercion.

### Who is at risk?

**An adult at risk is someone who is aged 18 or over who:**

- Has needs for care and support
- Is experiencing or is at risk of abuse or neglect, and is unable to protect themselves

### What is abuse?

**Abuse can be:**

- Something that happens once
- Something that happens repeatedly
- A deliberate act
- Something that was unintentional, perhaps due to a lack of understanding
- A crime

**Abuse can happen anywhere, at any time and be caused by anyone including**

- A partner or relative
- A friend or neighbour
- A paid or volunteer carer
- Other service users
- Someone in a position of trust
- A stranger

### Types of abuse:

#### **Physical abuse**

Hitting, kicking, punching, inappropriate restraint.

#### **Domestic violence or abuse**

Psychological, physical, verbal, sexual, financial or emotional abuse by a current or former partner or family member.

#### **Organisational or institutional abuse**

Poor treatment in a care setting.

#### **Financial or material abuse**

Theft, fraud, misuse of someone else's finances.

#### **Sexual abuse**

Being made to take part in a sexual activity without consent.

#### **Discriminatory abuse**

Harassment based on age, gender, sexuality, disability, race or religion.

#### **Neglect or acts of omission**

Failure to provide care or support.

#### **Psychological and emotional abuse**

Shouting, ridiculing, or bullying.

#### **Modern slavery**

Human trafficking and forced labour.

#### **Self-neglect**

Declines essential care support needs, impacting on their overall wellbeing



**Doing nothing is not an option!**

# ROTHERHAM SAFEGUARDING ADULTS REVIEW of 2020/21

The Rotherham Safeguarding Adults Board (RSAB) held its first meeting of 2020/21 on the 17th May 2020 and all board members were able to meet via the virtual platform of Microsoft Teams and this was to be the way we would meet for the rest of the year and into 21/22. Due to the Covid-19 pandemic, virtual meetings have now become the norm for the board and all the subgroups and even when a technical issue may arise, all our members have continued to support the work of the RSAB.

As many of our partners faced unprecedented work pressures and faced the daily challenges of frontline working to protect the most vulnerable in our society, safeguarding had never been more important. Regular meetings were organized to ensure that safeguarding was business as usual and help and advice was available to all partners.

All face-to-face training was cancelled and it would be several months until we could resume with a virtual training package that the partnership could access. Safeguarding Awareness Week had originally been planned for July 2020, so the decision was made to postpone until November 2020. Safeguarding Awareness Week 2020 was a joint venture with Rotherham Children's Partnership and Safer Rotherham Partnership, during the 16th until the 20th of November an extensive range of training and awareness sessions were available via virtual platforms to all of the safeguarding partnership. Training on self-neglect and hoarding, making safeguarding personal and trauma resilience were just a few of the sessions available and the South Yorkshire Working Together Group offered a full day training event on transitional safeguarding.

The RSAB launched the Self-neglect and Hoarding Policy and Procedure, and they continue to offer training sessions to embed the policy and to ensure that everyone is comfortable using and following the procedure. The policy was given

high praise by South Yorkshire Fire and Rescue services who said it was an easy to follow and concise document.

People in Positions of Trust (PiPoT) Policy was also launched in November 2020, the statutory guidance to the Care Act 2014 requires Safeguarding Adults Boards to establish and agree a framework and process to respond to allegations against anyone who works (either paid or unpaid) with adults with care and support needs. Awareness sessions were held during Awareness Week and further sessions will continue throughout the year.

With the change from face-to-face training to virtual training the RSAB began the task of commissioning a new training provider that could offer a full range of safeguarding training online. Late 2020 we commissioned the services of Breaking the Cycle whose online training courses were made available from March 2021 and positive feedback has received from attendees regarding their course delivery.



## The priorities for the board for 2020/21 were:

| Priority   | Resulting Action  |
|--|---|
| <p>Joined up partnership working to target areas of service to improve awareness and guidance for service users and staff.</p>                     | <p>Safeguarding Awareness Week 2020 saw the Adults and Children’s Safeguarding Partnerships work alongside the Safer Rotherham Partnership to deliver training and awareness sessions. Over 40 virtual sessions were on offer to all colleagues across Rotherham.</p> <p>In March 2021 a Partnership Board session was held on the topic of Mental Health and a simple plan and roadmap to provide clarity on shared ambitions, service offer, and roles/ responsibilities is being developed.</p>  |
| <p>Ensure training and learning materials, guides and toolkits are available to partners to fully support Making Safeguarding Personal agenda.</p> | <p>The work to embed the Making Safeguarding Personal (MSP) principles has carried on throughout 2020/21. Bespoke training was commissioned and delivered and will be recommissioned in the year ahead to ensure we continue on our MSP journey.</p>  |
| <p>Monitor and assure the governance and effectiveness of the Adult Safeguarding Board.</p>  | <p>The Adults and Children’s safeguarding partnership requested all partners refreshed their self-assessment submissions. Challenge meetings were held to discuss safeguarding arrangements and identify where improvements and changes could be suggested.</p> <p>The board received reports of case file audits carried out by the Performance and Quality subgroup, the audits reported on safeguarding cases that had been recorded as “no further action” and that had been recorded as a safeguarding concern. The report identified training and work needed to improve the quality and recording of safeguarding.</p> |
| <p>Ensure RSAB’s Communication Strategy is relevant, up to date and effective and has community involvement.</p>                                   | <p>Communication during 2020/21 was mostly of a virtual nature and our face-to-face involvement and consultation was inevitably affected. The work to refresh the communication strategy will be carried out during 2021/22 to include the refresh of the website and launch of a electronic newsletter and partnership briefings.</p>  |

**The Safeguarding Adults Board has four subgroups to ensure the board priorities are delivered. The subgroups each have a work plan and during 2020/21 they were able to deliver the following specific pieces of work:**

### Performance and Quality Subgroup

| Priority   | Resulting Action   |
|--|--|
| Develop a quarterly performance report that will inform the board of safeguarding activity across Rotherham.   | The Performance and Quality subgroup worked with the Rotherham Council performance team to produce a performance report that presented data under the heading Proportionality, Prevention, Partnership, Accountability, Protection and Empowerment the six principles of safeguarding. |
| Work with the partners of the Safeguarding Board to re-refresh the safeguarding self-assessment for the planned challenge meetings in June 2021. The self-assessment is a joint exercise with the Children's Safeguarding Partnership. | The Safeguarding self-assessment was completed in March 2021 in preparation for the challenge meeting that will happen in June 2021. The Performance and Quality subgroup will monitor the action plans developed by the partners that involve work with adults.                       |

### Workforce Development

| Priority   | Resulting Action   |
|--|--|
| Commission a range of training packages that deliver a multi-agency approach to safeguarding and respond to highlighted gaps in training by exploring bespoke training packages. | <p>Covid-19 impacted on training and face to face training was suspended.</p> <p>RSAB commissioned virtual training packages to deliver training that was highlighted as an urgent need, this included self-neglect and hoarding, and inherent jurisdiction.</p> <p>In November 2020, the RSAB commissioned the company Breaking the Cycle to deliver Safeguarding Training for the partnership. Training is available for all partners to book and is advertised across the RSAB partnership.</p> |
| Ensure training and learning materials, guides and toolkits are available to partners to fully support Making Safeguarding Personal agenda.                                      | <p>Making Safeguarding Personal Training was commissioned to by the Workforce Development subgroup and delivered during Safeguarding Awareness Week 2020.</p> <p>A seven-minute briefing has been developed and is available to the partnership.</p>   |

## Policy and Practice

| Priority   | Resulting Action   |
|--|--|
| <p>Develop guidance for the Safeguarding Partnership on People in Positions of Trust PiPoT.</p> <p>Raise awareness and ensure that all partners have guidance in place to deal with PiPoT.</p> | <p>The RSAB PiPoT policy was launched during Safeguarding Awareness Week November 2020. The Policy and Practice subgroup work with all partners to ensure PiPoT leads and guidance are in place in each organisation.</p>                            |
| <p>Develop a Self-neglect and Hoarding Policy and Procedure that delivers a partnership approach to working.</p>   | <p>The Rotherham Self-Neglect and Hoarding Policy and Procedure was developed with all partners and was launched in November 2020 during Safeguarding Awareness Week.</p> <p>The Policy has been praised by partners as being easy to work with.</p> |

## Safeguarding Adults Review

| Priority  | Resulting Action  |
|---|---|
| <p>The SAR subgroup commissioned two SAR's during 20/21 and one SAR named David was published March 2021.</p> | <p>SAR David was completed and signed off by the RSAB in January 2021, the report was published on the RSAB website in March 2021 and share across the partnership to disseminate withing their organisations.</p> <p>The SAR involved self-neglect and the effect that the lack of face to face involvement had during Covid-19.</p> |

**The safeguarding board will continue to meet on a quarterly basis and this may be via a virtual platform or with the reintroduction of face to face meetings, the executive group and all four of the subgroups will also continue with business as usual and meet regularly to ensure the work of the board continues throughout 2021/22.**

Rotherham Safeguarding Adults Board will ensure that any unfinished actions from the second year of strategic objectives that were affected by Covid-19 are completed in year 3. The subgroups will be focusing on the third year of the strategic plan during 2021/22 and will want to assure the board that all aims set out in the 3-year plan are well underway to being complete as planned.

Service user engagement has always been a challenge to the RSAB and many other boards and this will be a focus for the four South Yorkshire adult boards to come together and share experience and learning from practice across Yorkshire and Humber. The Working Together Training Partnership will facilitate a customer engagement event to share ideas and good practice that will help the RSAB deliver on the strategic aim of improving customer engagement.

The year ahead will see the safeguarding partnership delivering a full training package that will be offered as online learning and they will reconsider the possibility of face-to-face training in 2022.

Safeguarding Awareness Week will be held in November 2021 and will deliver training and awareness sessions in collaboration with the Children's Safeguarding Partnership, Safer Rotherham Partnership and all of the partner agencies across Rotherham.

Work will continue to promote the Self Neglect and Hoarding Policy and Procedure to ensure all our colleagues are aware and able to use the policy when needed. We will ensure that all learning for Safeguarding Adult Reviews (SARs) is shared across the partnership and we will explore different ways of ensuring the recommendations made by the authors are embedded in practice. The SAR subgroup will closely monitor all recommendations and action plans and report to the board on progress made and outstanding actions. It is important that all safeguarding adult reviews are used to improve and inform services and the lessons learnt in previous SARs are built upon and are evident in practice.



## Rotherham Safeguarding Adults Board – Aspiring to be the Best that we can be Strategic Plan 2019 to 2022

| Our Strategic Priorities   | Year 1  | Year 2   | Year 3  |
|--|---|--|---|
| <p><b>PREVENTION AND EARLY INTERVENTION</b></p> <p>Working with partners to develop preventative strategies that work to reduce the risk of abuse and neglect.</p>                               | <p>Continue to strengthen links and work closely with all partners to provide assurance that the preventative strategies are effective via self-assessment and joint learning events.</p> | <p>Joined up partnership working to target areas of service to improve awareness and guidance for service users and staff.</p>                     | <p>Develop methods of sharing and embedding learning for reviews and lessons learnt.</p>                                      |
| <p><b>MAKING SAFEGUARDING PERSONAL</b></p> <p>Continue to develop and assess the effectiveness of MSP, ensuring a high quality, personalised safeguarding response as the norm in Rotherham.</p> | <p>Ensure that all partners are working with the Making Safeguarding Personal agenda and delivering a person centred approach to safeguarding with appropriate use of advocacy.</p>       | <p>Ensure training and learning materials, guides and toolkits are available to partners to fully support Making Safeguarding Personal agenda.</p> | <p>Work with national guidance to measure the effectiveness and impact of MSP to ensure Rotherham are 'getting it right'.</p> |
| <p><b>QUALITY ASSURANCE</b></p> <p>Ensure the quality of Safeguarding within Rotherham is timely and proportionate and individual's outcomes are realistically achieved.</p>                     | <p>Continue to develop a robust audit programme and capture intelligence data to shape service provision.</p>   | <p>Monitor and assure the governance and effectiveness of the Adult Safeguarding Board.</p>  | <p>Commission a Peer Review of the Rotherham Safeguarding Board.</p>  |
| <p><b>SERVICE USER ENGAGEMENT</b></p> <p>Full and real user involvement across all service groups. Bring the voice of the service user to the board.</p>   | <p>Develop ways of gaining the views of people who have experienced and worked with the safeguarding service.</p>   | <p>Ensure RSAB's Communication Strategy is relevant, up to date and effective and has community involvement.</p>                                   | <p>Engage with networking events across the borough and South Yorkshire to share and learn from peers.</p>                    |

# KEY PARTNERSHIP CONTRIBUTIONS 2020/2021

The partners of the Safeguarding board all have a responsibility to help deliver the priorities that are set out in the strategic plan. Each partner has provided evidence to how they deliver the four priorities of the Board. Here are some examples of the good practice, learning and customer stories that ensure that the Rotherham Safeguarding Partnership is committed to working together to safeguard its citizens and to continue to raise awareness of safeguarding.

## Rotherham Council

### Making Safeguarding Personal

Rotherham Council have worked with the Performance and Quality subgroup of the board to carry out case file audits, the purpose was to highlight the use of Making Safeguarding Personal (MSP) during a safeguarding investigation. Results were positive and evidence was that safeguarding practice considered the views and wishes of the person being safeguarded. Recent performance data taken shows that there is an improvement in numbers asked and expressing outcomes and wishes as part of MSP, 100 per cent of those who do set outcomes are recorded as being fully or partially met. Person-centred care means working together with the individual to plan their care and support to meet their unique needs. This cuts down the risk of negative, unfair or harmful treatment and neglect. The individual is put at the centre, able to choose and control how they want their care and support to be delivered.

Rotherham Council will be introducing an exit style questionnaire for people exiting safeguarding and are working with the board and Absolute Advocacy to develop an easy read questionnaire to gain a fuller and richer picture of peoples experience of safeguarding. We will use these findings to work with the board and partners to ensure all safeguarding services have the person at the centre and we are listening to the voice of the person.

Mavis and her son were referred to Safeguarding following concerns regarding self-neglect, concerns about the son not meeting his mums care needs. Domiciliary service support was offered and following liaison with housing more suitable housing was identified that would give Mavis the opportunity to be more independent. Ongoing work was completed and identified that Mavis's son was reluctant to engage with professionals and support was required to ensure GP appointments, medication ordered, benefits claimed and prompting to maintain cleanliness in the property. Mavis and her son have a very close relationship and are inter dependent. she is very independent and reluctant to accept help with her personal care. On the surface there are concerns that her son does not meet her care needs however it is clear from the outcome of the safeguarding he did not have the skills and historically this is the way they have always lived.

The services involved are now more understanding of this and realise the importance of working with both Mavis and her son to support Mavis with her care needs and the physical environment they live in.

## Rotherham NHS Foundation Trust:

### Customer Engagement

Our safeguarding concern forms encourage staff to include the wishes of the patient and/or their family (where appropriate). We also have the 'Your opinion counts' forms to capture the views of patients and visitors.

Our Patient Experience Team regularly monitor the responses received from the Y.O.C forms as well as taking calls from patients and visitors. This is monitored through our Trust Governance arrangements.

TRFT has several policies in place to support our staff in safeguarding people at risk of abuse and neglect.

Our policies are reviewed regularly to ensure that they are compliant with current legislation and support staff to discharge their accountability where there are safeguarding concerns.

Our policies cover a wide-range of safeguarding activity, including modern slavery, domestic abuse, honour violence and self-neglect.

During Covid, the Trust has continued to prioritise safeguarding by developing a blended-learning approach to enable staff to access training through a variety of means such as e-learning, 7-minute briefings, one-to-one support and group sessions.



## NHS Rotherham Clinical Commissioning Group – RCCG

### Making Safeguarding Personal (MSP)

NHS Rotherham CCG safeguarding team strive to work in partnership with the voluntary and statutory organisations, making safeguarding personal and embedding that principle into all our work streams. 7-minute briefings for MSP, Professional Curiosity and Safeguarding Adults have been produced and shared for increased knowledge and embedding into practice.

On 1st February 2021 NHS Rotherham CCG hosted a training event with DAC Beachcroft focusing on the key changes introduced by legislation for the Liberty Protection Safeguards (LPS). The new LPS regime will significantly change the process for authorising deprivation of liberty across all health and social care settings.

All, including CCG's will have a wider responsibility. The session focused on:

- What will the new process involve?
- The role of CCGs, hospitals and local authorities in authorising deprivations of liberty as the new 'responsible bodies'
- What you need to do now to get ready.

Thank you for the opportunity to assist my community and the NHS.

A Governing Body training session took place on 3rd March 2021 and a further multi-agency session is planned for February 2022 prior to full implementation.

NHS Rotherham CCG Safeguarding Team revises provider safeguarding standards annually. These standards are monitored within contracting and performance as part of quality and assurance. The safeguarding standards cover a vast array of legislative responsibilities from Section 11 of the Children Act 2004 and the Care Act 2014 through to the FGM Act 2003. They also include best practice expectations such as person-centred care (Making Safeguarding Personal).

All the staff and volunteers are lovely people. I'd be happy to help you with anything you need in the future.

Thank you for the opportunity to assist my community and the NHS.

Click to view the full  
<http://www.rotherhamccg.nhs.uk/annual-report.htm>

## Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH):

### Quality Assurance

- Safeguarding adults audit completed (Trustwide).
- Continued attendance at the Care Group Quality meetings.
- Improved streamlining of safeguarding practice (clinicians completing IR1s where safeguarding issues and actions are identified).
- Safeguarding remains a standing agenda within these meetings.

Within the Rotherham Care Group there has been a shift with safeguarding practice: our wards and clinical areas hold safeguarding practice and a “think family” approach as a top agenda item when engaging with service users. Our in-patient area over the last year have visibly driven a safeguarding culture: they are proactive and horizon scanning safeguarding concerns or issues and have managed highly complex and challenging situations. There is a culture of ‘board to ward’ safeguarding practice; of learning from events such as SAR’s and LLR’s through the use of Quality Meetings.

As Clinical teams have continued to maintain sight of safeguarding issues through the COVID-19 pandemic; staff throughout the Care Group have continued to exercise a high level of vigilance when working with service users and have continued to seek support, advice and guidance throughout.



## South Yorkshire Fire and Rescue Service (SYFR):

### Customer Engagement

Community Forums take place in each district as a way of engaging with our communities, this enables us to develop positive engagement in the communities we serve.

We regularly review and evaluate feedback we receive. From listening to our feedback, we are able to make changes and improve on the services that we deliver.

Thank you SYFR for saving my life. I am happy to let you help me and now acknowledge that I do need some support.

Thank you for helping me.



### Keep Safe and Well

South Yorkshire Fire and Rescue's safe and well scheme has been created to improve the safety and wellbeing of members of the community.

By developing referral partnerships with local organisations we aim to improve the targeting and risk management of people from high risk or excluded groups who may be at an increase risk of fire.

Does your organisation provide services or support to high risk or excluded members of the community?

If so please sign up to our scheme **Safe and Well** Scheme.

- Someone is considered more at risk of fire if they
- Are over 65 years of age
- Live alone
- Have a physical or learning disability
- Have a sensory or cognitive impairment or memory loss
- Take medication that may affect their ability to escape from a fire
- Have a mental health illness
- Have a substance or alcohol dependency
- Are unable to protect themselves from harm for any reason

Please sign up via the website [www.syfire.gov.uk/safe-well](http://www.syfire.gov.uk/safe-well) or email [safe&well@syfire.gov.uk](mailto:safe&well@syfire.gov.uk)

## South Yorkshire Police:

### Prevention and Early Intervention

There are three priorities for policing in Rotherham. They relate to responding quickly and safely to calls for service, dealing effectively with domestic abuse and ensuring victim satisfaction.

A person calling the police in an emergency can and should expect an officer to come to their aid within 15 minutes, and any non-emergency can still expect aid to come to them within 60 minutes. Response times are monitored daily by police and we are consistently hitting targets on 80 per cent of occasions.

Police in Rotherham now consistently take positive action and arrest suspects in around 57 per cent of cases. Recorded domestic abuse, arrest rates and outcomes monitored daily.

A real focus on early intervention linked to Domestic Abuse. For example, the Cease Programme looks to support young victims and perpetrators of domestic abuse through a restorative approach. The aim being to intervene early and prevent an escalation in behaviour/ violence. Referrals monitored on a monthly basis, and feedback from the people referred into the service.

Rotherham Safer Neighbourhoods Service (SNS) comprises of police officers, council staff and a mental health nurse. They are experienced in dealing with those most vulnerable in the community with complex needs. Using numerous pathways, they safeguard and provide long term support to reduce the risk to the individual and demand on services.

This is demonstrated in a case where officers from SYP and Local Authority Environmental Health responded to several reports of anti-social behaviour from an address because of a barking dog. Reports from neighbours stated that the dog was constantly barking day and night and was making their lives a misery.

Officers attended at the address and engaged the occupant. It became apparent that the occupant was suffering with poor mental health and made several references to being suicidal. Local authority officers contacted Safer Neighbourhood Service's supervision who deployed their senior mental health nurse. Following an assessment, the mental health nurse identified that the occupant was indeed suffering. As a result of this assessment the subject is now back into secondary mental health services and has been prescribed new medication. He is now stable and better equipped to deal with daily life.

## Rotherham Voluntary and Community Sector:

The Voluntary and Community Sector (VCS), through the Adult Services Consortium, has continued to show its commitment to Adult Safeguarding across the Borough by contributing to the work of the Adult Safeguarding Board via its nominated representatives.

The nominated representative, who is the Chief Executive of Age UK Rotherham, attends the Safeguarding Adults Board to provide a voluntary and community sector perspective on developments. They also provide a liaison function between the wider sector and the Board to keep VCS organisations updated on safeguarding issues and encourage and support their contribution to this important area of work.



## Workforce and development

In 2020/21 the Workforce Development Sub-group felt the effects of Covid19 and the outcome was that all face to face training was cancelled. Work began to find a new training supplier who could deliver a full training package virtually and cover all the necessary elements of safeguarding training that is needed by the partnership. A new supplier was commissioned late 2020 and a training was available from 1st March, the initial training was limited as the subgroup recognised that colleagues were not available do to work pressures to attend training. A full training timetable will be available as we enter into 2021/22 and when work pressures ease allowing attendance figures to increase.

Following requests for specialist training the group commissioned individual training sessions from specific trainers and these courses proved a welcome addition to the safeguarding training program.

|                                     |    |
|-------------------------------------|----|
| Self-Neglect and Hoarding Awareness | 75 |
| Mental Capacity Act                 | 75 |
| Inherent Jurisdiction               | 50 |
| Making Safeguarding Personal        | 50 |

**RECOGNISE · RESPOND · REPORT**

# KEY FACTS AND FIGURES

## A Concern

A Concern is a feeling of anxiety or worry that a Vulnerable Adult may have been, is or might be, a victim of abuse. An alert may arise as a result of a disclosure, an incident, or other signs or indicators.

A total of **2,781** concerns were reported through the new Safeguarding Adults Collection (SAC).

Each concern is looked at and the three-point test is applied.

The safeguarding duties apply to an adult who:

- Has needs for care and support (whether or not the local authority is meeting any of those needs)
- Is experiencing, or at risk of, abuse or neglect
- As a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

If the concern does not meet the criteria of the three point test the case may be signposted to a different team such as the complex lives team or maybe a care assessment is needed. We will always ensure the person is safe and not in any danger.

**2,781 Safeguarding Concerns were received in 2020-21**

## Section 42 Enquiry

The Care Act 2014 (Section 42) requires that each local authority must make enquiries, or cause others to do so, if it believes an adult is experiencing, or is at risk of, abuse or neglect. An enquiry should establish whether any action needs to be taken to prevent or stop abuse or neglect, and if so, by whom.

‘Safeguarding adults’ is the name given to the multi-agency response used to protect adults with care and support needs from abuse and neglect. When an allegation about abuse or neglect has been made, an enquiry is undertaken to find out what, if anything, has happened.

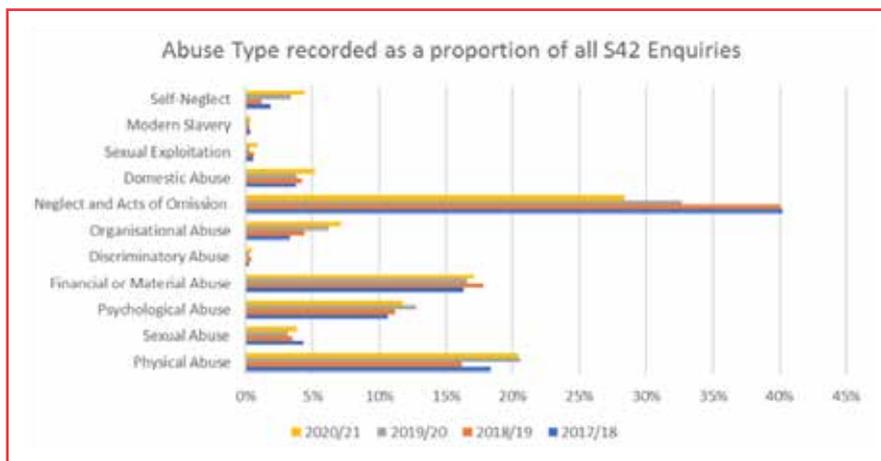
At any point during this investigation a case can exit the safeguarding process.

The subject of the investigation must be aware and, in most cases, agree to the safeguarding enquiry unless they are unable to or a crime has been committed.

### 759 Section 42 enquiries began 2020-21



The chart shows a significant increase in safeguarding concerns received compared to last year with a 73.5 per cent rise, the number of Section 42 enquires carried out during the year is also significantly higher with a 55 per cent increase.



The chart shows the breakdown in types of abuse recorded over the last four years, with neglect and acts of omission being the largest group of recorded incidents. Neglect and acts of omission covers concerns including

- Failure to provide or allow access to food, shelter, clothing, heating, stimulation and activity, personal or medical care
- Providing care in a way that the person dislikes
- Failure to administer medication as prescribed
- Refusal of access to visitors
- Not taking account of individuals' cultural, religious or ethnic needs
- Not taking account of educational, social and recreational needs
- Ignoring or isolating the person
- Preventing the person from making their own decisions
- Preventing access to glasses, hearing aids, dentures, etc.
- Failure to ensure privacy and dignity

## Decision Making Meeting (DMM)

The DMM will bring all relevant people together to ensure that, if the enquiry continues, the right questions will be asked of the right people. The voice of the person at risk of harm must be heard. Plan the way forward, look at who is best placed to investigate the concern.

This meeting may be held virtually, to ensure it happens in a timely manner.

## Outcomes Meeting

The Outcome meeting will bring all interested parties together including the individual if they wish to attend. Support from friends, advocacy or family is also encouraged. The voice of the person at risk of harm must be heard throughout the meeting and they must be given the opportunity to tell their story.

The meeting will bring the investigation to a conclusion and recommendations must be agreed by all interested parties and timescales and expectations clearly identified.

## Safeguarding Adults Review – (SAR)

A Safeguarding Adults Review must be carried out if:

- A Safeguarding Adults Review must be carried out if
- An adult dies (including death by suicide) and abuse or neglect is known or suspected to be a factor in their death. In such circumstances the SAB should always conduct a review into the involvement of agencies and professionals associated with the vulnerable adult.
- An adult has sustained a potentially life-threatening injury through abuse or neglect, serious sexual abuse, or sustained serious and permanent impairment of health or development through abuse or neglect, and the case gives rise to concerns about the way in which local professionals and services work together to safeguard vulnerable adults.
- Serious abuse takes place in an institution or when multiple abusers are involved, the same principles of review apply. Such reviews are, however, likely to be more complex, on a larger scale, and may require more time. Terms of reference need to be carefully constructed to explore the issues relevant to each specific case.

The SAR is commissioned by the SAB and all partners who have had involvement with the subject of the enquiry will be required to participate in the review. The results of the review are published by the SAB in the form of a final report.

### Number of SARs Commissioned 2020-2021

2 SAR's were commissioned in 2020/21.

### Number of SARs Completed 2020-2021

1 SAR was completed in 200/21 Published March 2021

## SAR David

David was a man in his sixties of white British ethnicity. He was known to a number of agencies. He was alcohol dependent, and this impacted on his ability to care for himself. Concerns about David's self-neglect had been identified from 2015 but became more severe from 2017. David's family had a high level of involvement and were deeply concerned about him, regularly seeking help from agencies.

David had four hospital admissions from 2017 until his death, all as a result of self-neglect and in January 2019, David was admitted to hospital in a hypothermic and malnourished state, with severe pressure sores. He was discharged to a nursing care home where he made a good recovery. After a period of reablement, David obtained a new tenancy and his support ended.

Eight months later, David's family again raised concerns about his severe self-neglect and asked for him to receive support. Their understanding was that David was provided with home care support but this was not the case.

Two months later, David's neighbour found him on the floor. His brother believed he had been there for three days. David had not had any involvement from any agency for the last seven weeks. His family had not been able to visit due to Covid pandemic restrictions. David's condition was very poor and he was admitted to hospital where he was in resuscitation for several hours but sadly, he died.

This review examined learning for agencies in working with adults who self-neglect. It considered how agencies worked together and whether there was potential opportunities to avert the tragic circumstance of David's death.

## Recommendations

The RSAB has recently launched new self-neglect policy and procedures. Following this implementation phase, the RSAB should carry out assurance activity to evaluate the difference that these procedures have made. This assurance should include:

- Audit of front-line staff and their knowledge of the new procedures and referral routes
- Feedback from front-line staff regarding strengths/weaknesses of the new procedures and impact on their levels of confidence in working with self-neglect
- Carry out some qualitative sampling of self-neglect cases to evaluate
  - a) the quality of multi-agency practice - ,
  - b) outcomes achieved for adults in accordance with Making Safeguarding Personal
  - c) support and involvement of carers

The sampling should include cases that would be assessed as Level 2 and Level 3 under the procedure risk assessment guidelines (Appendix 1).

- The training that is available to staff to improve their competence in working with self-neglect and their application of the new procedures
- Availability and access to specialist resources such as the Complex Lives team to test capacity to meet the needs of people in the highest risk circumstances

The recommendations will be developed into an action plan that will be monitored by the Safeguarding Adults Review (SAR) subgroup until the action plan is completed. All completed action plans are reported back to the board.



# ROTHERHAM SAFEGUARDING ADULTS BOARD ATTENDANCE

Date of Safeguarding Adults Board Meeting (excludes e-learning)

|   | April 2020 | July 2020 | October 2020 | January 2021 |
|---|------------|-----------|--------------|--------------|
| South Yorkshire Police                        | ✓          | ✓         | ✓            | ✓            |
| The Rotherham Foundation Trust                | ✓          | ✓         | ✓            | ✓            |
| Rotherham Clinical Commissioning Group        | ✓          | ✓         | ✓            | ✓            |
| Rotherham Council Director of Social Services | ✓          | ✓         | ✓            | ✓            |
| Rotherham Council Childrens Service           | Apologies  | Apologies | ✓            | ✓            |
| South Yorkshire Fire and Rescue               | Apologies  | ✓         | ✓            | ✓            |
| RDaSH   | ✓          | ✓         | ✓            | ✓            |
| Rotherham Council Services                    | ✓          | ✓         | ✓            | ✓            |
| Healthwatch                                   | Apologies  | ✓         | ✓            | ✓            |
| Voluntary Sector                              | Apologies  | Apologies | Apologies    | ✓            |
| National Probation Service                    | ✓          | ✓         | Apologies    | ✓            |
| Community Rehabilitation Company              | Apologies  | ✓         | Apologies    | Apologies    |
| Cabinet Member for Adults Services            | ✓          | ✓         | ✓            | ✓            |

Rotherham Council's Cabinet Member for Adults Services supports the work the Safeguarding Adults Board with a visible presence at events and discussions throughout the year and is provided with monthly updates on all safeguarding adults' issues as well as the work of the board.



## Do you know the signs of adult abuse?



## Recognise • Respond • Report

Rotherham Council 01709 822330  
 Police non emergency: 101 or emergency: 999

**Keeping people safe from abuse is everyone's business**

**For more information about types of abuse**  
[www.rotherham.gov.uk/abuse](http://www.rotherham.gov.uk/abuse)



# Housing Strategy Refresh

## Health and Wellbeing Board

26<sup>th</sup> January 2022

Jane Davies, Head of Strategic Housing and Development

Garry Newton, Housing Development Intelligence Coordinator



# Objectives

- How the Housing Strategy will help meet the aims of the Health and Wellbeing Strategy
- Next steps in the consultation process



## All children get the best start in life and go on to achieve their potential

Affordable housing to meet local needs

- Larger family homes
- Looked After Children sufficiency strategy
- House Project

Making sure Rotherham's communities benefit from housing development

- Create jobs/apprenticeships



**All Rotherham people enjoy the best possible mental health and wellbeing and have a good quality of life**

High quality energy efficient housing

- Design and space
- Improved health
- Green Housing Strategy



# All Rotherham people live well for longer

Supporting people to live independently

- Acquiring and building bungalows
- Shared Ownership for Over 55s
- Market Position Statement



# All Rotherham people live in healthy, safe and resilient communities

Bring empty homes back into use

- Address homelessness need

Invest in existing homes

- Working with Public Health on:
  - Fuel Poverty Action Plan
  - JSNA



# Timetable

- Early February – First draft will be available for your comments
- March - Finalise Strategy
- May – Cabinet for approval



# Feedback

- Any questions?
- Contact: [strategichousing@rotherham.gov.uk](mailto:strategichousing@rotherham.gov.uk)



**Committee Name and Date of Committee Meeting**

Health and Wellbeing Board 26 January 2022

**Report Title**

The Borough That Cares – Strategic Framework

**Is this a Key Decision and has it been included on the Forward Plan?**

No

**Strategic Director Approving Submission of the Report**

Anne Marie Lubanski, Strategic Director of Adult Care, Housing and Public Health

**Report Author(s)**

Jo Hinchliffe

Adult Care Housing and Public Health - Service Improvement and Governance  
Manager

[jo.hinchliffe@rotherham.gov.uk](mailto:jo.hinchliffe@rotherham.gov.uk)

**Ward(s) Affected**

Borough-Wide

**Report Summary.**

Carer organisations came together in May 2020 to ensure a joined-up response to the Covid 19 Pandemic. The Unpaid Carers Group formed to support the emergency response work and this ensured the carer partnership was as strong as it could be in the most extreme of circumstances. The aim of all the organisations involved in the partnership conversations was to support carers through the pandemic.

These organisations remained connected and through 2021 shaped and created our Strategic Framework for 2022-2025. A draft strategic framework is now ready for consideration by the Health and Wellbeing Board.

**Recommendations**

1. Health and Wellbeing Board note the progress made by the strategic group and offer comment on the ethos and approach
2. Health and Wellbeing Board endorse the framework enabling the document to be considered by other board / forums / organisations
3. Health and Wellbeing Board agree to a call back date in March 2022

**List of Appendices Included**

Appendix 1 – The Borough That Cares Strategic Framework 2022-25

**Background Papers**

**Consideration by any other Council Committee, Scrutiny or Advisory Panel**

Name of Committee – Click here to enter a date.

Name of Committee – Click here to enter a date.

**Council Approval Required**

You should refer to [Appendix 9 of the Constitution – Responsibility for Functions](#) – to check whether your recommendations require approval by Council, as well as Cabinet or a committee. You should take advice from Democratic Services if you are not sure.

No

**Exempt from the Press and Public**

No

## The Borough That Cares – Strategic Framework

### 1. Background

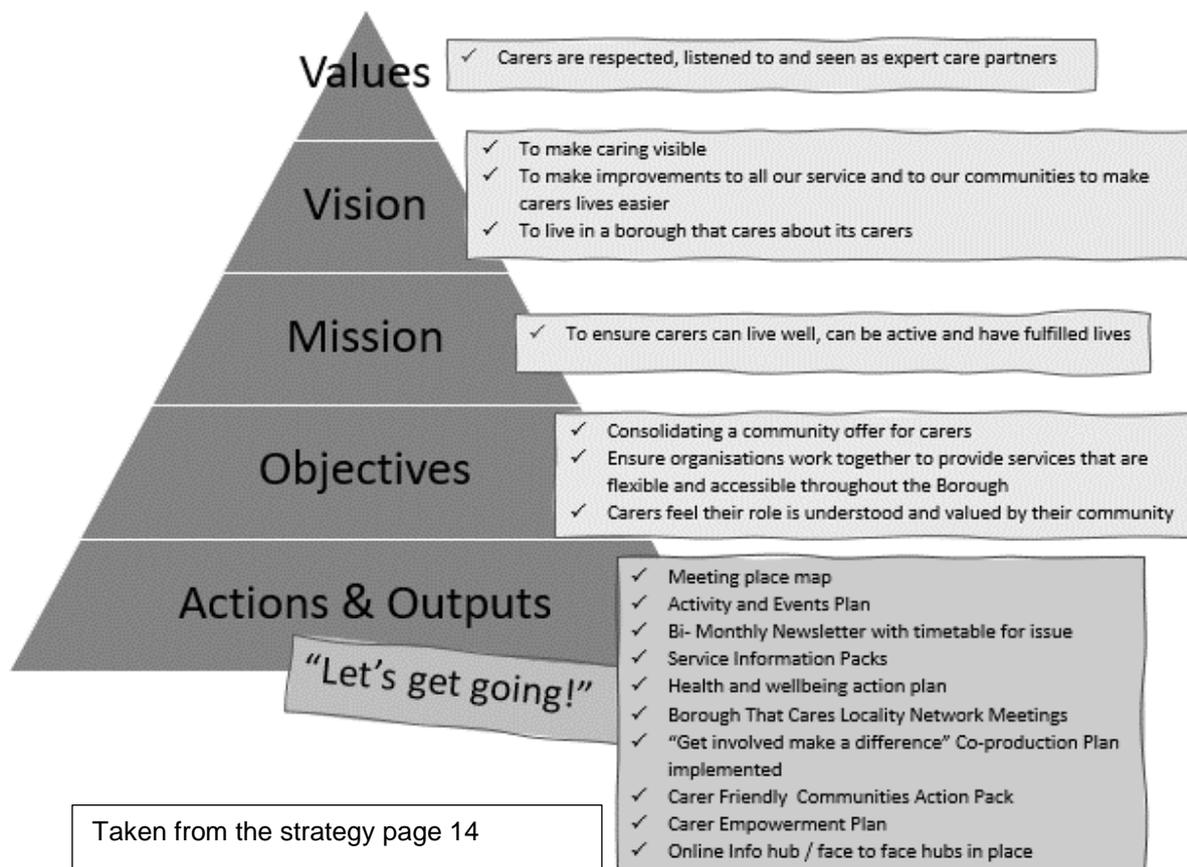
- 1.1 March 2020 the Health and Wellbeing Board set off the vision to have a refreshed carer strategy. The week after the information was presented to the Health and Wellbeing Board the council mobilised resources appropriate for the management of the Covid 19 Pandemic and this had significant impact on the proposed refresh timeline.
- 1.2 Work on a new strategy started to gain momentum in September 2020 and carried through to March 2021. At this point partners felt comfortable with the idea of a new strategy being ready for June 2021.
- 1.3 We were unable to meet this milestone because partner agencies; most of which are voluntary sector organisations had to prioritise operational activity. Resources for partners were often stretched as they had to balance the day-to-day with strategic duties as well as Covid 19 compliant emergency responses.
- 1.4 On the ground activity did take place within this period and previous reports into Health and Wellbeing Board have reflected on the sterling work partners were able to carry out. June 2021 – December 2021 was a productive and busy time; whereby we maximised as much as possible on connecting with carers, getting services feeling secure and protecting time to discuss our strategic framework.

### 2. The process

- 2.1 Since May 2020 there have been regular conversations, workshops, meetings and task groups all of which focused on creating the new carer strategic framework. Throughout all the talking a key statement recurred; the need for “something different” to help make real impact for carers.
- 2.2 Partners were aware of the previous carer strategy and the complex and extensive delivery plan. It was difficult to show the “on the ground impact” and resources often ended up going into evidencing and quantifying activity rather than championing and celebrating positive people-centred outcomes.
- 2.3 Focus group sessions with partners suggested that a new strategic approach “kept it all simple” but allowed work programmes to evolve and grow. Strategy fatigue was evident in the conversations and organisations wanted more than workshops, consultation, a strategy with a delivery plan and key performance indicators. They wanted a dynamic way of working together; a framework that would nurture the organisational relationships; a collaborative workspace for carers to share their lived-in experience and it needed to encompass all the unpaid caring roles.

### 3. Ethos of the framework

3.1 The purpose of the strategic framework is to ensure carers can live well, be active and have fulfilled lives. It recognises that carrying out an unpaid carer role can be rewarding and life affirming; that being a carer means you are in a position of unwavering trust and sometimes this can be overwhelming.



3.2 Carers told us we need to keep the plan simple and focus on things that make a real difference to carers. By taking a community development approach balanced with preventative practices we aim to support carers to flourish and therefore protect precious formal support resources for when a carer hits a crisis point.

### 4. Structure of the framework

4.1 The framework defines how we will create a carer friendly borough; it sets out 3 areas of focus that will be delivered over the next three years. It acknowledges the impact of the pandemic on services and how time is needed to recovery and reflect on the things we paused, stopped, started.

4.2 After many conversations, workshops and planning sessions we can now share what will happen and when. The road map (page 13 of the strategy) lays out the actions and outputs that will move us to reach the overall aim of creating a social movement that is created by carers for carers.

### **5. Let's Get Going!**

5.1 We need to ensure carers are involved in making key decisions about action plans and the delivery of services. Work will focus on what everyone agrees is important not just the priorities of one group. Everyone will be involved all the way through the work – from planning to delivering to evaluating. This is about real-life impact and change for carers; the strategic framework has been created from the individual stories of the people who know best about caring - carers.

5.2 The draft strategic framework is ready for comment and endorsement by the board but it is important to note there is still work to do with carers out in the field to test out their views on the strategy. In the virtual spaces we have worked in we have been able to workshop ideas, thoughts and aspirations; but we want a stronger carer input. Partner agencies have ensured carer input but it is important to note that a lot of agencies have been acting as advocates for the carer voice. Therefore, we recognise this framework is the starting point in the journey.

**Accountable Officer(s)**

Jo Hinchliffe Service Improvement and Governance Manager

Approvals obtained on behalf of:-

|  | <b>Named Officer</b> | <b>Date</b>                 |
|--|----------------------|-----------------------------|
| Chief Executive  |                      | Click here to enter a date. |
| Strategic Director of Finance & Customer Services<br>(S.151 Officer) | Named officer        | Click here to enter a date. |
| Assistant Director of Legal Services<br>(Monitoring Officer)         | Named officer        | Click here to enter a date. |
| Assistant Director of Human Resources (if appropriate)               |                      | Click here to enter a date. |
| Head of Human Resources (if appropriate)                             |                      | Click here to enter a date. |

*Report Author: Jo Hinchliffe**Adult Care Housing and Public Health - Service Improvement and Governance  
Manager**jo.hinchliffe@rotherham.gov.uk*This report is published on the Council's [website](#).

# The Borough That Cares

## Strategic Framework 2022-25

*Creating a carer friendly Rotherham*



**DRAFT**

**Carer [noun]**

[1] Cares (unpaid) for family or friends who have a disability, illness or who need support in later life:

Washing them. And their laundry. And their dishes. Keeping appointments. And records. And tempers. Giving medicine. And time. And hugs. Filling forms. And fridges. And silences. Dealing with doctors. And nurses. And pharmacists. And social workers. And benefits agencies. And care workers. And a lack of sleep.

[2] Needs support to manage a life of their own

*Source: Carers UK*

# Foreword

The Rotherham Health and Wellbeing Board set off a vision for Rotherham to be a carer friendly Borough. More than 30,000 of us are providing unpaid care in Rotherham, often alongside work or education, for someone who otherwise couldn't manage without our help due to illness, disability, addiction or mental ill health. This care is often invisible.

The COVID-19 crisis has emphasised the fundamental importance of taking action to improve the way unpaid carers are identified, recognised and supported. As carers have been disproportionately affected during the pandemic, both socially and economically, creating a Borough that cares for its carers is more important than ever.

This strategic framework will be achieved through strong partnership approaches to ensure carers in Rotherham stay mentally and physically healthy, and economically active, for longer.

This Strategy has been developed in partnership with colleagues across the Council, Health and the voluntary sector. The document not only sets out our single vision for working with and supporting Carers, it also provides an action focused road map for how we will achieve this change together directly with carers. Over the next three years, we will work to deliver the actions, and will continue to put Carers at the heart of this process through their direct involvement in the Borough That Cares Strategic Group.

This strategy can't come at a more pertinent time and shows our commitment to working together as a team to identify, acknowledge and support our carers in Rotherham.

**COUNCILLOR DAVID ROBERTS**

Cabinet Member for Adult Services



# The Borough That Cares:-

## *Creating a carer friendly Rotherham*

The purpose of this strategic framework is to ensure carers can live well, be active and have fulfilled lives. It recognises that carrying out an unpaid carer role can be rewarding and life affirming; that being a carer means you are in a position of unwavering trust and sometimes this can be overwhelming.

Our carer organisations in Rotherham know being a carer can be isolating, tiring and confusing. They also know if we all work together the support on offer for carers will be maximised and make a bigger impact on our carer communities.

***We are working together to create a Borough that cares about its carers.***

This framework defines how we will create a carer friendly borough; setting out three areas of focus that will be delivered over the next three years. It acknowledges the impact of the pandemic on services and how time is needed to recover and reflect on the things we paused, stopped, started and paused again!

After many conversations, workshops and planning sessions we can now share what will happen and when. You will see a road map that lays out the actions and outputs that will move us to reach our overall aim of creating a social movement that is created by carers for carers.

This document is a live and dynamic working document; it is not intended to be a statement of intent only to be resigned to sitting on a shelf. It is a starting point, a regrouping of creative minds from well-regarded services / organisations with the aim of providing carers with a voice and the resources they need in the places they live. It's a calling to and from carer communities to show the strengths carers have and to showcase the importance of the role they fulfil.

*"It will only make a difference if value is placed on the importance of looking at an individual's situation and needs and working from there, rather than trying to fit everyone into the same strategy." Rotherham Carers Forum*

## Our Carers

*“An unpaid carer is somebody who provides care in any form but does not receive an hourly rate of pay. (An unpaid carer could be in receipt of carers allowance or working whilst still caring)” Rotherham Parent Carer Forum*

Being a carer often means a person is providing support out of love or friendship for the individual they are caring for. Caring roles vary and anyone can become a carer at any time, so it is important to recognise when a typical relationship develops the added dimension of one person taking on a caring role for another.

Carers can be adults caring for other adults, parents caring for children who are ill or have a disability, or young carers caring for a parent, sibling, relative or friend.

“ ... I am mum and a carer ...”

“ .....I don't consider myself a carer I took it as something I did for her.”

“ ...I care for my son and co care for my Dad...my daughter supports me so she's a young carer”

### **According to the Census figures in 2011 Rotherham had 31,001 carers.**

The 2001 Census stated Rotherham had 30,284 carers meaning our number of carers increased by 2% in the 10-year period.

The 2021 Census figures will be available late in the spring of 2022 – assuming another 2% increase the number of carers in Rotherham will be over 31,500 meaning **12% of people living in Rotherham fulfil an unpaid caring role.**

Findings from Carers UK July 2021 suggested there have been 4.5 million new carers since the start of the pandemic. Analysis showed that almost half of carers providing 20+ hours of care per week during the second wave of the pandemic were not previously providing care (45%). Making a local assumption using this as a benchmark that would push our Rotherham number well over 45,000.

## Our Caring Network

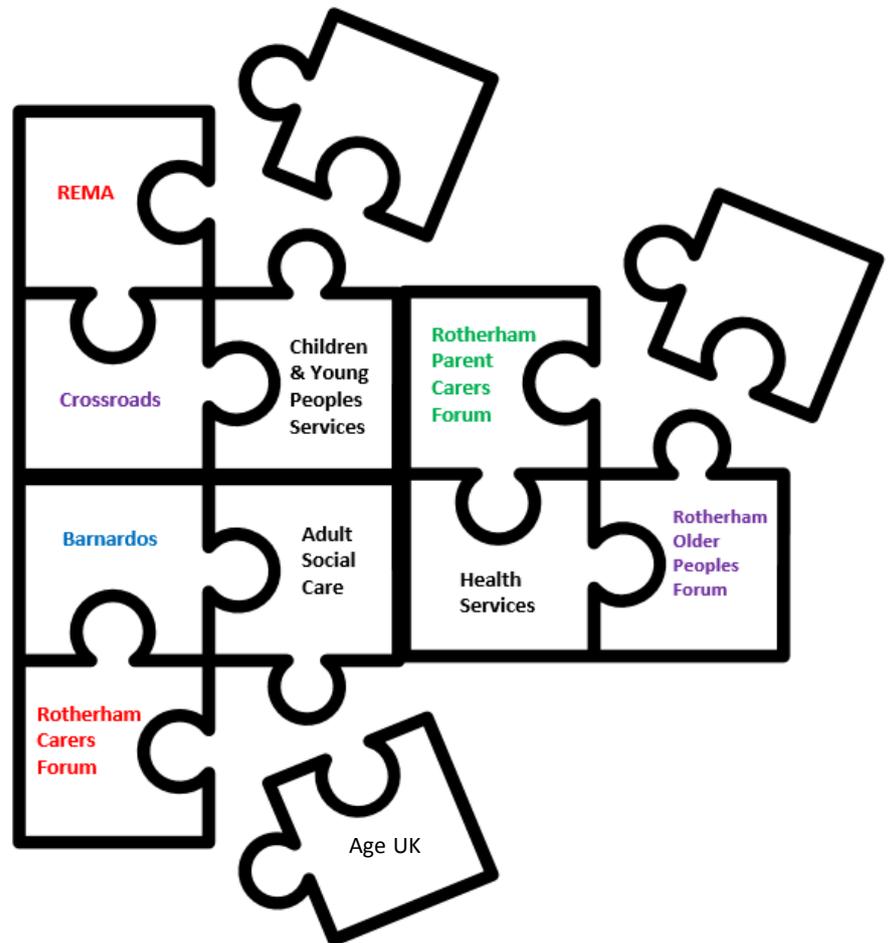
Carer organisations came together in May 2020 to ensure a joined-up response to the Covid 19 Pandemic. The Unpaid Carers Group formed to support the emergency response work and this ensured the carer partnership was as strong as it could be in the most extreme of circumstances. The aim of all the organisations involved in the partnership conversations was to support carers through the pandemic.

These organisations remained connected and through 2021 shaped and created our Strategic Framework for 2022-2025.

*“We know there are lots of groups across Rotherham who support carers and work will continue over the next 12 months to grow our carer network.*

*The Borough That Cares Strategic Group is in place and the real work is set to commence from April 2022 and this will be our way of connecting organisations, services and most importantly carers so we create a carer friendly Rotherham “*

Ian Spicer – Acting Strategic Director Adult Care , Housing & Public Health



Our Borough That Cares Strategic Group consists of people from health, social care, the voluntary sector and crucially people with lived experience. To create a carer friendly borough we need to ensure carers are involved in making key decisions about action plans and the delivery of services. Our work will focus on what everyone agrees is important not just the priorities of one group. Everyone will be involved all the way through the work – from planning to delivering to evaluating. **This is about real-life impact and change for carers; we have created a strategic framework from the individual stories of the people who know best about caring - our carers.**

## A community of carers

The impact of COVID-19 has led to further increases in the numbers of carers as well as carers taking on responsibility for more intensive levels of care. Evidence suggests that many carers feel isolated, under-valued, taken for granted and overlooked. This combination further impacts upon the physical, mental and economic health and wellbeing already experienced by many carers.

Carer services across the borough understand that carers have a range of needs and by working together as a caring community, we aim to ensure all our groups, organisations, staff teams and volunteers find flexible ways to meet the needs of individual carers.

“to tell my story once”

“to be listened to”

“to be empowered”

“you to see that I get tired”

“you to know that I don’t like asking for help as it may look like I don’t have the ability to care.”

“my knowledge, experience and culture to be taken into account and understood”

“you to understand that I often neglect myself and my needs”

“to know what support is available so I don’t sit in silence”

“you to understand that I can often feel isolated”

“professionals that can really connect and stay with me – I need a name and a face”

“services to work together when I reach out”

*Information from partner workshops February 2021*

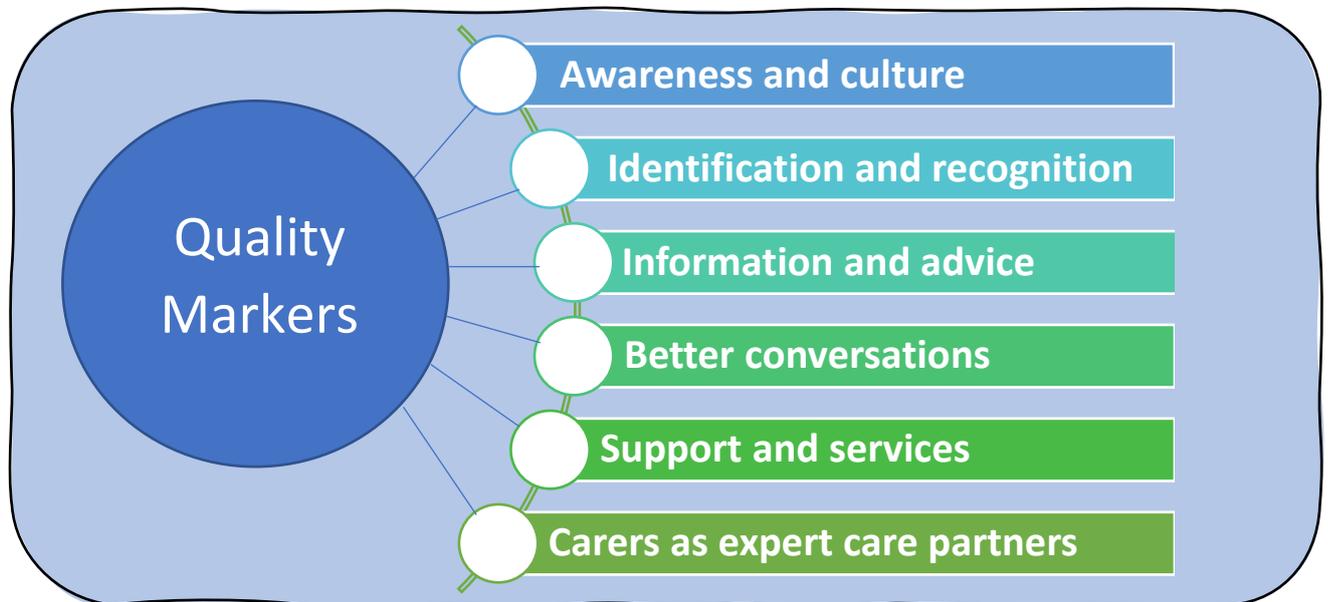
*“We need to check the basics – carers don’t need to feel like it is a fight to get the right support.”*  
**Rotherham Carers Forum**

## We need to recover and reflect

Over the last two years a lot of time and energy has been taken up by adapting to the constraints and restrictions of the C19 Pandemic. Our services and organisations have flexed and worked in diverse and different ways.

Some ways of working have stopped, some elements of our services are paused and workplaces no longer look and feel like they did pre-pandemic. Therefore, it is important we take a little time to consider how all of these changes have impacted on our front-facing services for carers.

A Recovery Plan has been adapted from the ADASS regional carers group. It has six quality marker themes and each theme has a range of statements. It provides an opportunity for all partners to; **reflect on current practice, identify areas where improvements can be made and demonstrate progress and achievement.**



This self-assessment process will create a strategic position statement to strengthen our aim of wanting carers in Rotherham to feel assured that support services are of the highest quality with consistent carer centred delivery.

The Borough That Cares Strategic Group will oversee the Recovery Plan. Organisations will be invited to self-assess using the recovery plan template from January 2022 through to March 2022.

As well as producing a position statement the learning outcomes from the Recovery Plan will be used to shape and define our collective impact measures.

# Recovery & Reflection Plan

AIM: Organisations self-assess against the quality themes

## Awareness and culture

- We work using strength-based approaches.
- Our organisation has a Carer Strategy or Carers Charter in place
- Our staff are active in local Carer Strategy Groups and/or Partnership arrangements
- We ensure staff attend training programmes and have robust induction procedures.
- Our staff are encouraged to identify themselves as carers

## Identification and recognition

- Our staff are proactive in identifying carers (young carers, parent carers, and adult carers) and can signpost carers to appropriate specialist organisations.
- When supporting a carer our staff facilitate links with local health and care partners
- Our staff are clear about how / when to signpost carers for a support and needs assessment in order that their needs are met and their wellbeing promoted.
- Our organisations have a performance management framework in place.

## Information and advice

- We have an information and advice offer
- Our information is available in a range of formats to meet carers' needs and preferences, in line with Accessible Information Standard
- We have information and advice available about balancing caring with work, education or training
- We have information and advice available for carers in relation to finance and benefits
- We have information and advice is available for carers who are caring for someone at the end of life and following bereavement

## Carers as expert care partners

- We can evidence how we acknowledge Carers as expert partners in care and we can show how we value their skills and knowledge
- We involve Carers in our decision making and service planning
- We can evidence how Carers are involved in strategic planning and commissioning decisions

**Better conversations**

- We have clear information about our support offer, carers are clear about our organisational function and purpose
- Our organisational assessment processes take the form of a conversation and are focussed on developing carer resilience, strengthening their relationships and networks, and promoting their independence, health and wellbeing
- Our organisational assessment processes look at the different ways that caring affects the carer’s life including support to remain in education/training/work and to have a life outside of caring
- Our organisational assessment processes take a ‘whole family approach’ including the identification of young carers at the earliest stage
- Our staff who carry out assessments processes, have the necessary skills, knowledge, and competence to do this
- Our staff have comprehensive and up to date knowledge of local services that may support carers and are able to apply this knowledge creatively when supporting carers

**Support and services**

- We have specialist information, advice and support available for carers
- We ensure carers are supported to plan and to develop emergency and/or contingency plans
- We support working carers to balance work and care and remain in employment
- We have a learning and development programme in place to ensure staff skills are consistently refreshed.
- Technology and digital based support is available for our Carers



**OUTPUTS:**  
The Borough That Cares – Position Statement  
Recovery & Reflection Plan - Shared Impact Measures

*“Carers are empowered to make choices about their caring role and access appropriate services and support for them and the person they look after. Carers will be respected and listened to as expert care partners and will be actively involved in planning shared decision-making and reviewing” **Crossroads Care***

## Strategic Framework 2022-2025

Since May 2020 there have been regular conversations, workshops, meetings and task groups all of which focused on creating a new carer strategic framework. Throughout all the talking a key statement recurred; the need for “something different” to help make a real impact for carers.

Partners were aware of the previous carer strategy and the complex and extensive delivery plan. It was difficult to show the “on the ground impact” and resources often ended up going into evidencing and quantifying activity rather than championing and celebrating positive people-centred outcomes.

Focus group sessions with partners suggested that a new strategic approach “kept it all simple” but allowed work programmes to evolve and grow. Strategy fatigue was evident in the conversations and organisations wanted more than workshops, consultation, a strategy with a delivery plan and key performance indicators. They wanted a dynamic way of working together; a framework that would nurture the organisational relationships; a collaborative workspace for carers to share their lived-in experience; **and it needed to encompass all the caring roles:**

I am a **parent carer** because I care for my child who has additional needs such as a physical disability or a learning difficulty (disability).

I care for a person who has **mental health issues**

I **care from a distance** I find myself looking after my relative, who lives in another town

I care for a **spouse or partner** I could be caring for a spouse or partner who has become ill or disabled or frail. In some cases, this can mean that I must take on all the responsibilities that were previously dealt with by my partner.

I care for a loved one who has **dementia**.

I have a **dual caring role**; I care for more than one person with very different needs; an elderly parent and a young child.

I am also a **parent carer** because I care for my adult son or daughter, who has additional needs such as a physical disability or a learning difficulty (disability).

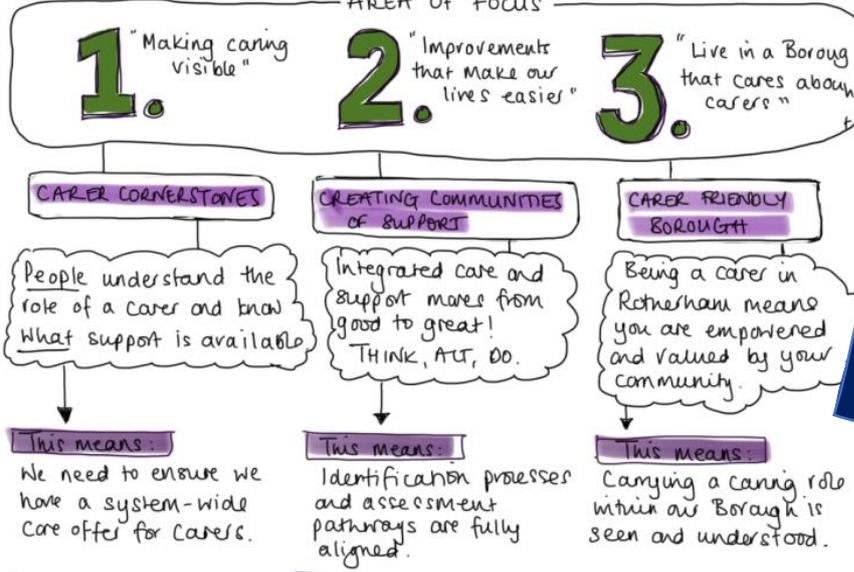
I am a **young carer** I look after my Mum

# Vision Board

To create a strategic framework that makes a real difference for carers in Rotherham.

**THE VISION.**  
APRIL 2022 - MAR 2025

AREA OF FOCUS



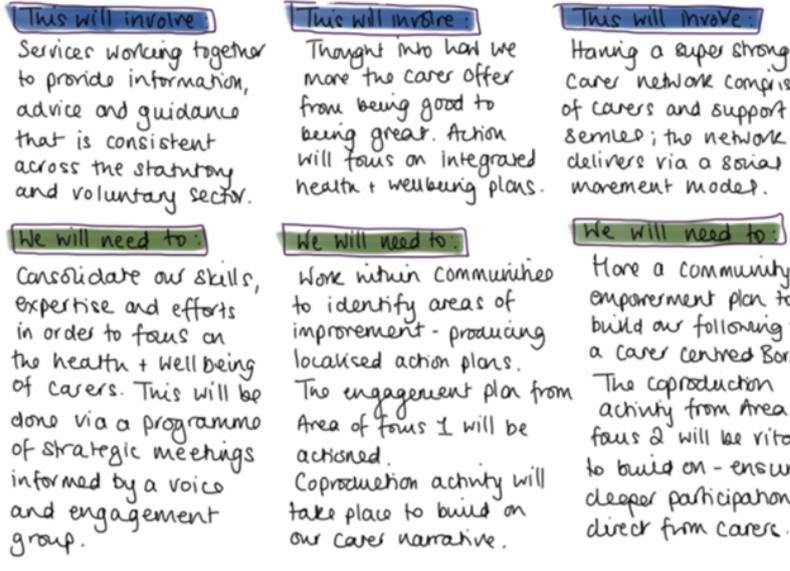
"Find better ways to engage communities in terms of their needs."  
REMA

"Services need to have time to build around an individual - we need a holistic approach"  
Rotherham Parent Carer Forum



"young carers can fly once they are identified, and support is in place"  
Barnardo's

"Carers need a one stop shop so they know where to go for support."  
Crossroads Care



"We should provide a bespoke offer for our communities- make our work meaningful for all the different parts of the Borough"

The need for carers to take the lead in organising events; this in relation to events such as performing arts festivals.



## Area of Focus 1: Carer Cornerstones

*"Making caring visible"*

April 2022 – March 2023

**Key Objective: Consolidating a community offer for carers - ensuring 3<sup>rd</sup> sector organisations are stabilised**

We will:

A) Support the stabilisation of voluntary sector carer groups / services.

B) Strengthen the unpaid carers group meetings – The Borough That Cares Strategic Group

C) Establish a voice, influence and engagement task group with a focus on the health and wellbeing of carers.

D) Refresh information, advice and guidance (IA&G) available to carers, including the launch of the carer's newsletter.

### Measures of success

- ✓ Safe and friendly spaces are accessible so carers can enjoy themselves and meet others
- ✓ Carers are experts and their voice is heard via a Voice & Engagement Group
- ✓ Carers know where to go and who to ask for support and advice

### To show we are making progress we will:

- ✓ Count the number of meeting places we have and make available for carers
- ✓ Record the number of activity and events that take place and gather case studies of positive outcomes for carers
- ✓ Record the audience numbers for our newsletter defining targets for reach and coverage
- ✓ Monitor information (pack) requests

## Area of Focus 2: Creating Communities of Support

*“Improvements that make our lives easier”*

April 2023 – March 2024

**Key Objective: Ensure organisations work together to provide services that are flexible and accessible throughout the Borough**

We will:

- A) Take an integrated approach to identifying and supporting carer health and wellbeing.
- B) Establish locality specific carer partnership / network groups
- C) Introduce co-production programme with communities to build our carer friendly Borough.
- D) Introduce quality assured IAG processes to ensure the integrated planning and implementation of IA&G.

### Measures of success

- ✓ Carer organisations can evidence how they collaborate to provide services supporting carer health and wellbeing
- ✓ A hub and spoke partnership model in place
- ✓ We can evidence how carer voice is embedded into coproduction plans
- ✓ Information offers demonstrate continuous improvement

### To show we are making progress we will:

- ✓ Continue to record Area Focus 1 progress markers
- ✓ Count health and wellbeing checks / support interventions
- ✓ Record the number of / attendance at carer network meetings
- ✓ Monitor involvement in coproduction activity

## Area of Focus 3: Carer Friendly Borough

*“Live in a Borough that cares about carers”*

April 2024 – March 2025

**Key Objective: Carers feel their role is understood and valued by their community**

We will:

- A) Have established Carer friendly communities supporting carers to live well within our Borough.
- B) Establish The Borough That Cares social movement.
- C) Create a community empowerment plan to ensure carers are involved in the decisions that affect their lives.
- D) Introduce community based navigators creating a dynamic and responsive approach to IA&G.

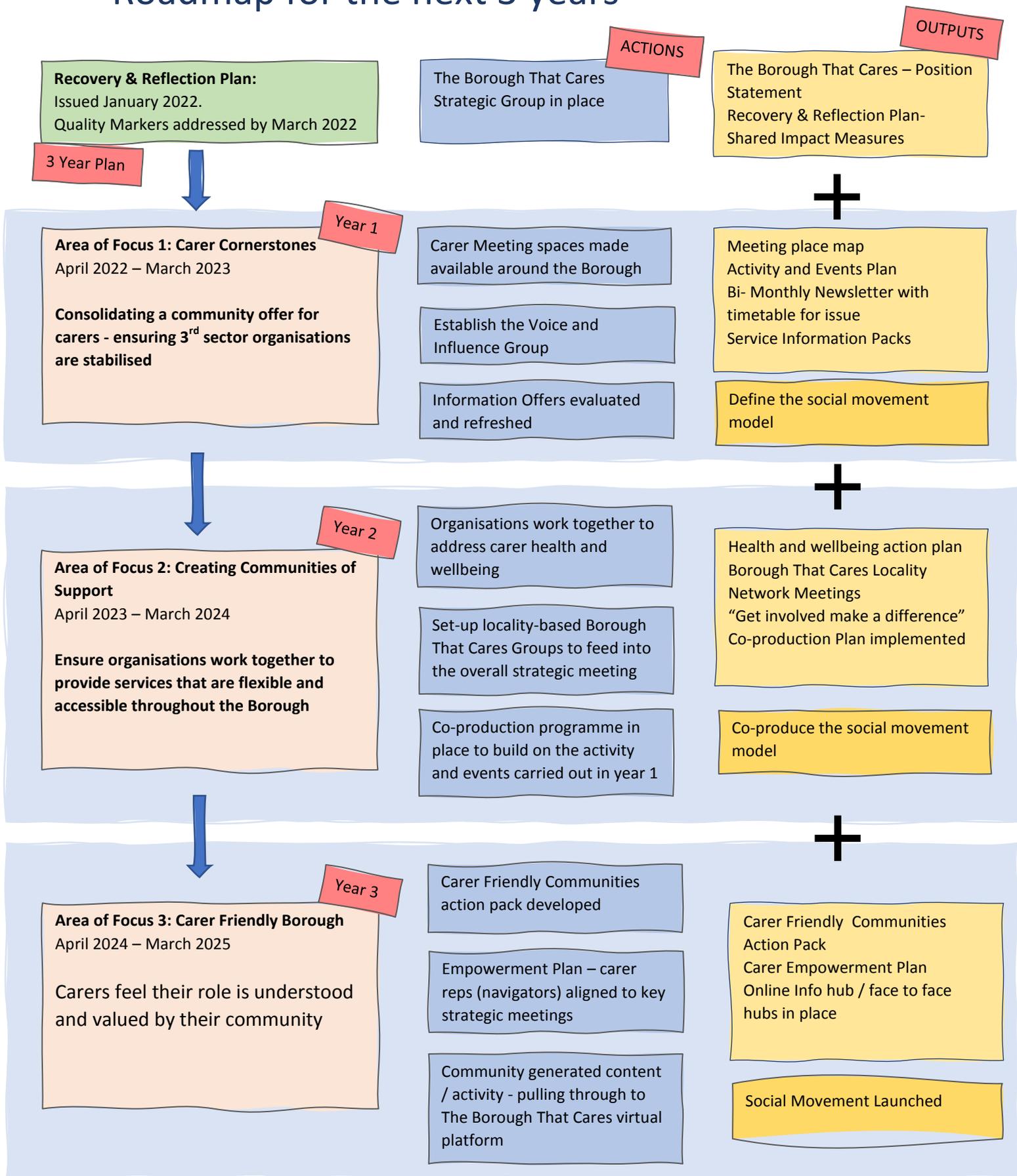
### Measures of success

- ✓ The carer community is in the driving seat ready for the next programme of strategy development work
- ✓ We have resilient caring communities where people feel connected
- ✓ Organisations that collaborate by default to support carer resilience
- ✓ Services have prevention-led strategies in place to support the wellbeing of carers
- ✓ We can road map the social movement and evidence the impact

### To show we are making progress we will:

- ✓ Continue to record Area Focus 1 & 2 progress markers
- ✓ Analyse the metrics of online activity
- ✓ Count carer rep activity at strategic meetings

# Roadmap for the next 3 years



## Summary

We have the blueprint in place, the next step is to share our values, vision & mission. Work is already happening; we have a strategy group in place and we are making progress to look at how our message reaches out to carers.



Our carers have told us that we need to keep the plan simple and focus on things that make a real difference to carers. By taking a community development approach balanced with preventative practices we aim to support carers to flourish and therefore protect precious formal support resources for when a carer hits a crisis point.

Living and learning through the last two years has taught us that wonderful things can appear out of difficult circumstances and we now need to look at how we flip the learning into action. Resources are tight, services are stretched, demand for support is high and we know we need to work together to find creative people-centred solutions. It's time to create a social movement to make our Borough a carer friendly place to live.

## The Borough That Cares Partners:



Rotherham Carers Forum



**Come and join The Borough That Cares social movement!**

**Definition:-**

**social movement**, a loosely organised but sustained campaign in support of a social goal, typically either the implementation or the promotion of a change in society's structure or values.

A movement is a mixture of organisation and spontaneity. There is usually one or more organisations that give identity, leadership, and coordination to the movement, but the boundaries of the movement are never static.

**“What a carer may do”**

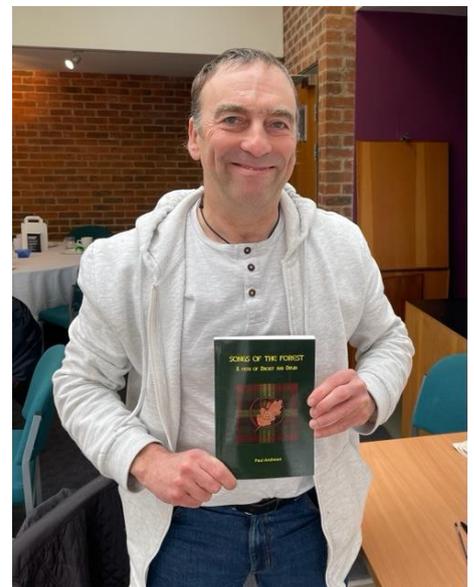
Cooking, ironing, washing, tidying,  
If a loved one can't manage a carer then will,  
Shopping, lifting, medication giving,  
Arranging appointments and paying the bills....

Who knows but a carer,  
Who carers what a carer goes through,  
Who knows but a carer,  
Who knows what a carer may do.

Prescriptions, supervising and collecting,  
Sorting out, administering,  
And practical tasks,  
Hospitals, doctors, dentists appointments,  
Answering all the questions that a caree may ask.

Who knows but a carer,  
Who carers what a carer goes through,  
Who knows but a carer,  
Who knows what a carer may do.

*Copyright P. Andrews 2021*



*Paul Andrews*

*Carer & Poet*





## Background – *Creating a carer friendly Rotherham*

**The Rotherham Health and Wellbeing Board set off a vision for Rotherham to be a carer friendly Borough.**

More than 30,000 of us are providing unpaid care in Rotherham, often alongside work or education, for someone who otherwise couldn't manage without our help due to illness, disability, addiction or mental ill health. This care is often invisible.

The COVID-19 crisis has emphasised the fundamental importance of taking action to improve the way unpaid carers are identified, recognised and supported.

As carers have been disproportionately affected during the pandemic, both socially and economically, creating a Borough that carers for its carers is more important than ever.



*“It will only make a difference if value is placed on the importance of looking at an individual’s situation and needs and working from there, rather than trying to fit everyone into the same strategy.”* **Rotherham Carers Forum**

**The purpose of this strategic framework is to ensure carers can live well, be active and have fulfilled lives.**

It recognises that carrying out an unpaid carer role can be rewarding and life affirming; that being a carer means you are in a position of unwavering trust and sometimes this can be overwhelming.

The framework defines how we will create a carer friendly borough; setting out three areas of focus that will be delivered over the next three years.

It acknowledges the impact of the pandemic on services and how time is needed to recover and reflect on the things we paused, stopped, started and paused again!

## Our Carers – working as a network

*“An unpaid carer is somebody who provides care in any form but does not receive an hourly rate of pay. (An unpaid carer could be in receipt of carers allowance or working whilst still caring)”* **Rotherham Parent Carer Forum**

Being a carer often means a person is providing support out of love or friendship for the individual they are caring for.

Caring roles vary and anyone can become a carer at any time, so it is important to recognise when a typical relationship develops the added dimension of one person taking on a caring role for another.

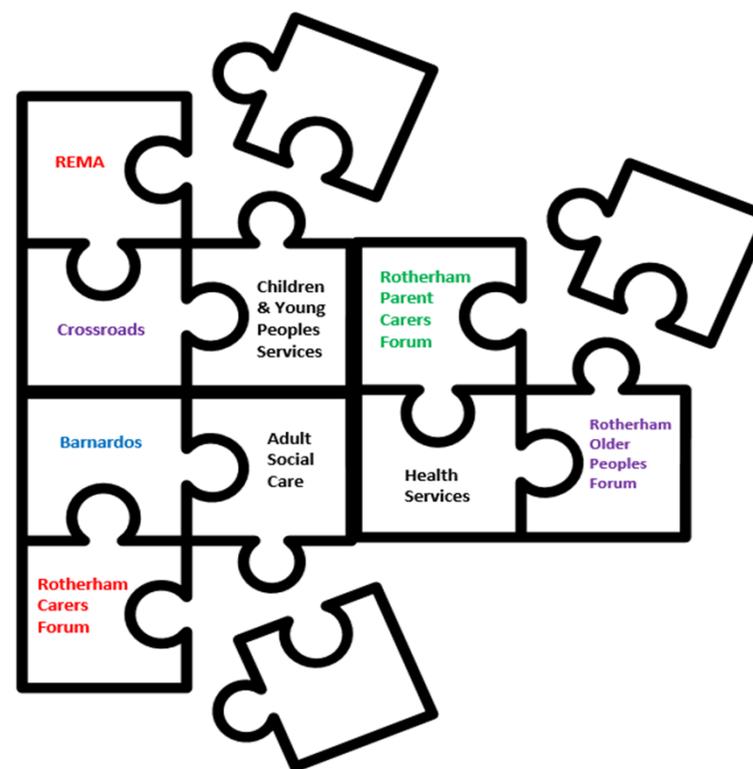
**Carers can be adults caring for other adults, parents caring for children who are ill or have a disability, or young carers caring for a parent, sibling, relative or friend.**

Carer organisations came together in May 2020 to ensure a joined-up response to the Covid 19 Pandemic. The Unpaid Carers Group formed to support the emergency response work and this ensured the carer partnership was as strong as it could be in the most extreme of circumstances.

These organisations remained connected and through 2021 shaped the strategic framework for 2022-2025

We now have a Brough That Cares Strategic Group in place consisting of people from health, social care, the voluntary sector and crucially people with lived experience.

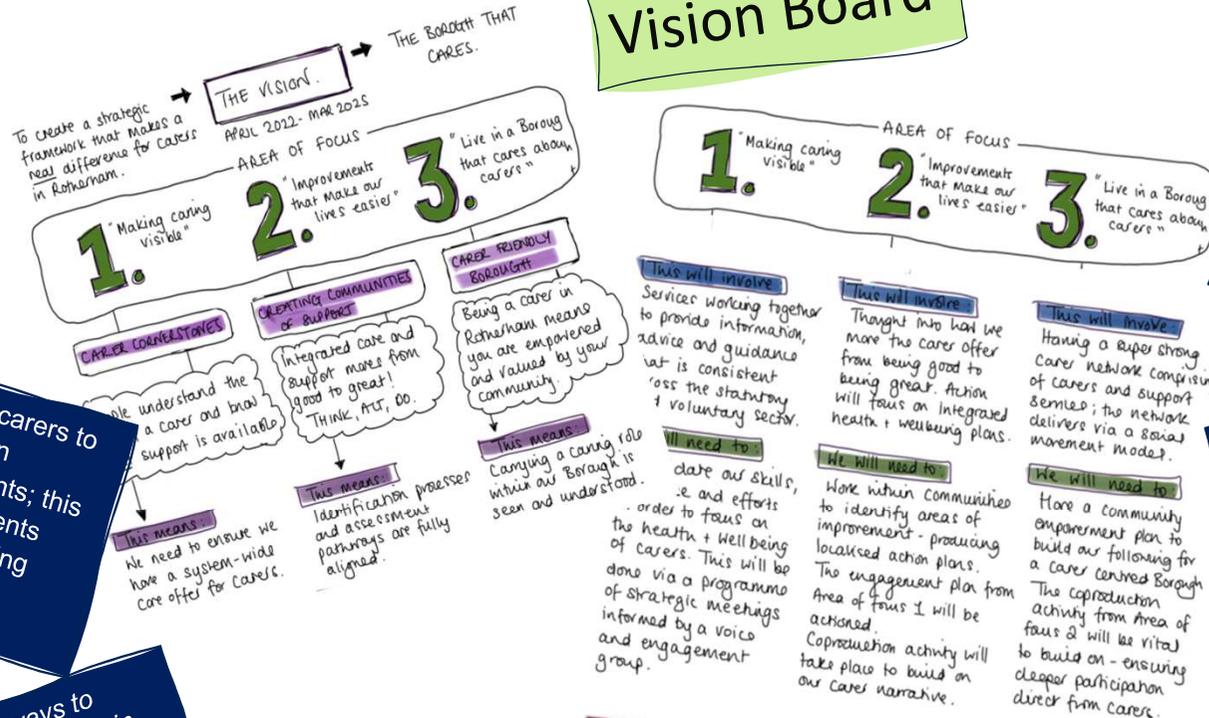
Everyone will be involved all the way through the work – from planning to delivering to evaluating.



# How we created the framework

Focus group sessions with partners suggested that a new strategic approach “kept it all simple” but allowed work programmes to evolve and grow.

## Vision Board



The need for carers to take the lead in organising events; this in relation to events such as performing arts festivals.

"Find better ways to engage communities in terms of their needs." REMA

"Carers need a one stop shop so they know where to go for support." Crossroads Care

"Services need to have time to build around an individual - we need a holistic approach" Rotherham Parent Carer Forum

"We should provide a bespoke offer for our communities- make our work meaningful for all the different parts of the Borough"

"young carers can fly once they are identified, and support is in place" Barnardo's

**Key outputs:**  
Carers newsletter  
System-wide carer narrative agreed  
Engagement plan  
Face to face spaces established across the Borough.

**Key outputs:**  
Care pathway evaluated + improvement activity takes place.  
Engagement work takes place within communities to ensure carer stories and strategy work aligns.

**Key outputs:**  
Community based navigators in place to support on the ground action.  
All channels are used to share the carer narrative and we have a infrastructure in place to sustain our carer friendly Borough.

## Recovery & Reflection

Over the last two years a lot of time and energy has been taken up by adapting to the constraints and restrictions of the C19 Pandemic.

Our services and organisations have flexed and worked in diverse and different ways.

Some ways of working have stopped, some elements of our services are paused and workplaces no longer look and feel like they did pre-pandemic.

Therefore, it is important we take a little time to consider how all of these changes have impacted on our front-facing services for carers.

A Recovery Plan has been adapted from the ADASS regional carers group. It has six quality marker themes and each theme has a range of statements. It provides an opportunity for all partners to:

- **reflect on current practice**
- **identify areas where improvements can be made**
- **demonstrate progress and achievement**

### Recovery & Reflection Plan:

Issued January 2022.

Quality Markers addressed by March 2022



### OUTPUTS:

The Borough That Cares – Position Statement

Recovery & Reflection Plan - Shared Impact Measures

# Strategic Framework 2022 - 2025

Since May 2020 there have been regular conversations, workshops, meetings and task groups all of which focused on creating a new carer strategic framework.

Throughout all the talking a key statement recurred; the need for “something different” to help make a real impact for carers.

They wanted a dynamic way of working together; a framework that would nurture the organisational relationships; a collaborative workspace for carers to share their lived-in experience; **and it needed to encompass all the caring roles:**

I am a **parent carer** because I care for my child who has additional needs such as a physical disability or a learning difficulty (disability).

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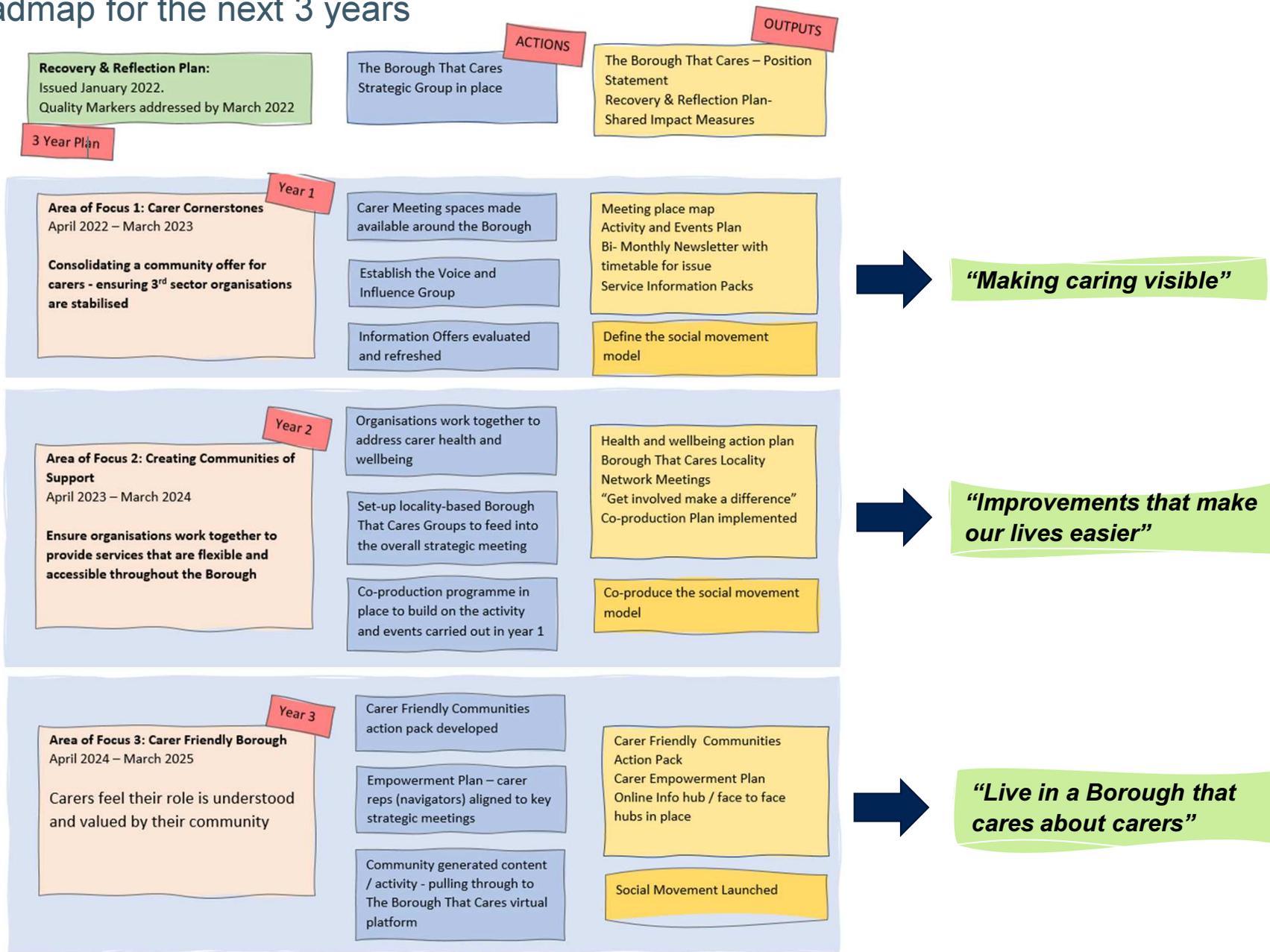
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I am also a **parent carer** because I care for my adult son or daughter, who has additional needs such as a physical disability or a learning difficulty (disability).

I am a **young carer** I look after my Mum



# Roadmap for the next 3 years



# Summary – Let's get going!

"The strategy will only be useful if it leads to concrete community-based support for carers"



We have the blueprint in place, the next step is to share our values, vision & mission. Work is already happening; we have a strategy group in place and we are making progress to look at how our message reaches out to carers

## The Borough That Cares Partners:



Come and join The Borough That Cares social movement!

### Definition:-

**social movement**, a loosely organised but sustained campaign in support of a social goal, typically either the implementation or the promotion of a change in society's structure or values.

A movement is a mixture of organisation and spontaneity. There is usually one or more organisations that give identity, leadership, and coordination to the movement, but the boundaries of the movement are never static.

Contact:  
Jo Hinchliffe  
Service Improvement & Governance  
Manager  
[jo.hinchliffe@rotherham.gov.uk](mailto:jo.hinchliffe@rotherham.gov.uk)



# Health and Wellbeing Strategy Action Plan: Update to board, January 2022

**Key:**

|                                  |
|----------------------------------|
| Completed                        |
| On track                         |
| At risk of not meeting milestone |
| Off track                        |
| Not started                      |

**Aim 1: All children get the best start in life and go on to achieve their full potential**

Board sponsors: Suzanne Joyner, Strategic Director of Children and Young People’s Services, Rotherham Metropolitan Borough Council and Dr Jason Page, Vice Chair, Rotherham Clinical Commissioning Group

| Priority      | #   | Milestones  | Timescale   | Lead(s)               | BRAG rating | Progress update  |
|---------------|-----|---|---|-----------------------|-------------|--|
| Cross-cutting | 1.1 | <p>Work with Health and Wellbeing Board partners to develop a ‘Best Start and Beyond’ strategy. *</p> <p>*N.B. the strategy will be developed in four stages.</p> | <p>April 2022 – stage one developed, focusing on 1001 Days as first component</p> <p>April 2023 – complete strategy developed</p> | Alex Hawley, RMBC     |             | <p>Initial stakeholder workshop held in October, with agreement to map pathways.</p> <p>Follow-up meetings planned for December and January to progress.</p> <p>Pathway-mapping exercise will commence imminently. Draft questionnaire template designed for service to complete. 2 dedicated officers providing direct support.</p> <p>February workshops for discussing outcomes within 1001 Days.</p> |
|               | 1.2 | Deliver the 0-19 service with a universal offer to support all children and young people and their families,  | Ongoing for the duration of the plan  | Alison Cowie, Head of |             | Universal service offer provided to all families - although the 12-15 year old   |

|  |  |   |  |  |  |  |
|--|--|---|--|--|--|--|
|  |  | <p>with an enhanced offer for those that need it, ensuring that there is equality across the service.</p> |  | <p>Nursing Children's Services, TRFT</p> |  | <p>Covid vaccination programme has impacted slightly on mandated contacts as the 0-19 service has supported the vaccination programme, this is being closely monitored. This will continue as the 2nd dose vaccinations need to start in January. Maintaining continuity from antenatal contacts can also impact on new birth visits, however this is seen as beneficial for the families but may impact on the defined target.</p> <p>The enhanced targeted offer continues to provide support to more vulnerable families through the Young Parents Team, European Migrant Team and Early Attachment Team. Through Evolve young people subject to CSE/CCE are supported and currently developing pathways to support young people within YOT.</p> <p>There is also a Universal</p> |
|--|--|---|--|--|--|--|

|  |     |   |  |                   |  |   |
|--|-----|---|--|-------------------|--|---|
|  |     |   |  |                   |  | Partnership Plus Team supporting significantly vulnerable families or who are Looked After are offered a high-level service to review health and development and offer support.   |
| Develop our approach to give every child the best start in life. | 1.3 | Develop a local action plan to deliver on the first 1001 days.  | September 2021<br><br>Revised dates:<br><br>April 2022 – stage one developed, focusing on 1001 Days as first component<br><br>April 2023 – complete strategy developed | Alex Hawley, RMBC |  | Action plan will be developed through Best Start Strategy, see update in 1.1 above  |
|  | 1.4 | Develop a breast-feeding friendly charter and campaign for Health and Wellbeing Board partners to sign up to. | November 2021<br><br>Revised date: April 2022  | Alex Hawley, RMBC |  | Inclusion of targets for recruitment of premises as unicef Baby Friendly Initiative accredited included within draft 0-19s specification. This is complete.<br><br>Exploring further options, e.g. for a local scheme for BF-friendly premises. |

|  |     |   |   |  |  |   |
|--|-----|---|---|--|--|---|
|  |     |   |   |  |  | <p>Working with provider about continuity of care between midwifery and health visiting, with specific focus on support for breastfeeding.</p> <p>Public Health Specialist in post in Best Start portfolio from 1st January 2022, with specific focus on 1001 Days.</p>                                       |
|  | 1.5 | <p>Work with the LMS to ensure continuity of carer is the default model by March 2023. *</p> <p>*N.B. wording and date updated Nov 2021</p> | March 2023  | Sarah Petty,<br>Head of Midwifery,<br>TRFT |  | <p>The national target has changed, and continuity of carer will now be the default model by March 2023. TRFT are in the process of developing the plan, with a focus on targeting the most vulnerable communities in Rotherham, particularly those from deprived communities and ethnic minority groups.</p> |
| Support children and young people to develop well. | 1.6 | Review the childhood obesity pathway.   | <p>Review of current pathway – March 2022 complete</p> <p>Review of recommissioned 0-19 pathway – April</p> | Alex Hawley<br>RMBC                        |  | <p>Draft Healthier Weight and Physical Activity Health Needs Assessment 2021 for children and adults includes description of 4 Tiers of weight management services.</p>   |

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|     |  |              | 2023<br><br>To embed within Best Start and Beyond Strategy (see 1.1) |  |  | Whilst there are some gaps in current service provision, proposing to broaden this action to one of reviewing the whole strategy/approach - to be a more holistic and prevention-led, and to embed within Best Start and Beyond Strategy. |
| 1.7 | Explore opportunities to increase the number of schools in Rotherham with the Food for Life award.   | October 2021 | Best Start - Public Health Specialist, RMBC                          |  |  | Public Health have liaised with catering services to explore opportunities and RMBC services have achieved a Food for Life award. Further opportunities to improve food available in schools are being explored.                          |
| 1.8 | Deliver against PHE funding to develop a team around the school model of working and report learning to the Health and Wellbeing Board.  | July 2022    | Nathan Heath, RMBC   |  |  | Pilot roll out from November 2021 to March 2022.  |
| 1.9 | Develop the response to the final COVID survey report, including promoting what young people can do to support their own mental health, delivering actions within schools and developing our partnership response to the findings. | March 2022   | Nathan Heath, RMBC   |  |  | The final response to the COVID survey report has been shared with schools and partners.<br><br>In response to this, several schools have responded to advise they are implementing   |

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|  |      |                                    |         |                    | <p>new practices, including strategies to support children and young people with how they can support their own mental health.</p> <p>Responses received from partners have included the sharing of NHS Guidance for children and young people's mental health by health colleagues including how parents and carers can access services, and self-care recommendations for young people. In addition, the VAR CYPS Consortium has commenced a 6 month 'Response' project which will include actions to address findings from the surveys.</p> |
|  | 1.10 | Deliver the SEND development plan. | Ongoing | Nathan Heath, RMBC | SEND Ofsted/CQC written statement of action is in development with all stakeholders. This is to be published January 22, 2022.   |

**Aim 2: All Rotherham people enjoy the best possible mental health and wellbeing and have a good quality of life**

Board Sponsor: Kathryn Singh, Chief Executive, Rotherham Doncaster and South Humber NHS Foundation Trust

| Priority   | #   | Milestones  | Timescale  | Lead(s)                                | BRAG rating | Progress update   |
|--|-----|---|------------|--|-------------|---|
| Promote better mental health and wellbeing for all Rotherham people. | 2.1 | Sign up to the Public Health England prevention concordat for better mental health as a Health and Wellbeing Board.                     | March 2022 | Ruth Fletcher-Brown, RMBC              |             | Office of Health Improvement and Disparities (OHID) held a workshop for LAs on the revised Concordat in November. Officers from Rotherham attended. Public Health Specialist is working with Regional OHID lead on progressing this for Rotherham.<br><br>The actual sign up to the Concordat will not be achieved by March 2022 but progress that the Board is working towards this will be evident. |
|  | 2.2 | Develop and deliver a communications campaign centred around various themes to promote 'self-help', early intervention, and prevention. | March 2022 | Gordon Laidlaw, CCG & Ben Pindar, RMBC |             | Communications activity is currently being undertaken to promote awareness around anxiety and the support available for people in Rotherham. A plan has been developed and was implemented by the Integrated Care Partnership   |

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|   |     |  |            |                           |  | <p>communications group throughout November and December 2021. Promotion continues into January to support people's mental health post-Christmas.</p> <p>A series of mental health self-help guides are now available via Rotherhive - <a href="https://rotherhive.co.uk/wellness-hive/">https://rotherhive.co.uk/wellness-hive/</a> .</p>   |
| Take action to prevent suicide and self-harm. | 2.3 | Deliver training to 100 people across the partnership on self-harm and suicide prevention awareness. | March 2022 | Ruth Fletcher-Brown, RMBC |  | <p>A virtual suicide prevention training course is being delivered, targeting Voluntary and Community Sector (VCS), police and primary care as priority groups. 72 people from across the partnership have attended this June-November 2021.</p> <p>Self-Harm Awareness sessions have been run by Early Help staff for parents and carers.</p> <p>In November and December, the PHS lead for suicide prevention and Mental Health Clinical Specialist (Safer Neighbourhood Team) delivered 4 suicide</p> |

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|     |   |                |  |   | <p>prevention sessions for RMBC Revs and Benefits Teams and a VCS community organisation.</p> <p>2 suicide awareness sessions were delivered during Safeguarding awareness week in November by the PHS Lead for suicide and RMBC Adult Safeguarding Lead. These were attended by staff from across the partnership.</p> |
| 2.4 | Launch the Be the One campaign focussed on women. | September 2021 | Ruth Fletcher-Brown & Ben Pindar, RMBC | <p>Campaign launch event was held on the 10<sup>th</sup> September. Staff from partner organisations attended. Staff were encouraged to use their own social media to share the campaign. A press release and social media posts were created. The campaign is being promoted across Rotherham.</p> <p>Campaign is being promoted again during Safeguarding Awareness week w/c 15<sup>th</sup> November.</p> <p>Campaign is referred to on local suicide prevention training.</p> |   |

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|  | 2.5 | Hold the Suicide Prevention Symposium, develop action plan in light of new priorities and implement.  | October 2021 | Anne Marie Lubanski & Ruth Fletcher-Brown, RMBC |  | <p>Symposium held on the 12<sup>th</sup> October attended by Professor Nav Kapur and partner organisations.</p> <p>Action plan is almost complete and will be circulated to partners for comment before sign off by Health and Wellbeing Board.</p>   |
| Promote positive workplace wellbeing for staff across the partnership. | 2.6 | Ensure Health and Wellbeing Board partners are signed up to the Be Well @ Work award.                 | Ongoing      | Colin Ellis, RMBC                               |  | We still need partners to come forward and sign up to the award scheme. Still no real movement from partners on this.   |
|  | 2.7 | Deliver the workplace project as part of the better mental health for all fund and identify learning. | March 2022   | Colin Ellis and Jacqueline Wiltschinsky, RMBC   |  | <p>This project is up and running and we have engaged with 44 SMEs to ask what support is needed around mental health. We are putting on training, producing a short training video, offering a toolkit and putting on webinars around specific suggested topics. We have identified a provider and agreed a script for the training video. We have put in place some mental health webinars for staff and managers which are going ahead in January. We have also agreed a training session around</p> |

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|   |     |  |            |                                     |  | disability including mental health at work.  |
| Enhance access to mental health services. | 2.8 | Develop an action plan to enhance the access to IAPT for BAME groups, older people, unemployed and those who are post-COVID. | March 2022 | Kate Tufnell, CCG                   |  | <ul style="list-style-type: none"> <li>• Action plan development / mobilization underway.</li> <li>• RDaSH IAPT service is part of the Rotherham Long-Covid pathway.</li> <li>• Link established with 'Mental Health at Work Initiative'.</li> <li>• Work undertaken to raise awareness and enhance access to IAPT services for people from the deaf community.</li> </ul>   |
|   | 2.9 | Deliver an IAPT provision communications plan.   | March 2022 | Kate Tufnell and Gordon Laidlaw CCG |  | <ul style="list-style-type: none"> <li>• Joint IAPT Communications meeting established (RCCG, DCCG, RDaSH &amp; IESO).</li> <li>• RDaSH, IESO and RCCG all have ongoing communication plans in place to promote this provision via range of different media.</li> <li>• Initial work undertaken to promote the Mental Health offer leaflets across the borough via COVID Vac centres, distribution to key</li> </ul> |

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|  |  |  |  |  |  | <p>partners, electronic versions of leaflet available on Rother Hive &amp; CCG Internet page. Further promotion recently completed (circulation of leaflets to key partners)</p> <p>Mental Health Offer leaflet web link <a href="https://rotherhive.co.uk/wp-content/uploads/2021/04/RCCG-MH-A5-4pp-leaflet-digital-V3.pdf">https://rotherhive.co.uk/wp-content/uploads/2021/04/RCCG-MH-A5-4pp-leaflet-digital-V3.pdf</a></p> <p>Refresh of the Mental Health Offer leaflet</p> |
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### Aim 3: All Rotherham people live well for longer

Board sponsor: Sharon Kemp, Chief Executive, Rotherham Metropolitan Borough Council and Michael Wright, Deputy Chief Executive, The Rotherham NHS Foundation Trust

| Priority                               | #   | Milestones  | Timescale   | Lead(s)             | BRAG rating | Progress update   |
|--|-----|---|---|---------------------|-------------|---|
| Ensure support is in place for carers. | 3.1 | Support the stabilisation of voluntary sector carers groups/services. | March 2022 (as part of delivery of area of focus 1 of the carer's strategy) | Jo Hinchliffe, RMBC |             | <p>This work is part of the refreshed carers strategy and is being monitored via monthly meetings.</p> <p>Due to the Omicron variant some groups have again reduced face to face contact reverting back to virtual ways of working.</p> <p>Groups have received COMF which has and continues to help with buffering the impact of the pandemic.</p> |
|  | 3.2 | Strengthen the unpaid carers group meetings.                          | March 2022 (as part of delivery of area of focus 1 of the carer's strategy) | Jo Hinchliffe, RMBC |             | The unpaid carers group is now identifying as "The Borough That Cares Strategic Group". Work is on-going in relation to membership and the Terms  |

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|  |     |  |   |                               |  | of Reference.<br>A formal launch of this group coincides with the launch of the new strategic framework – April 2022   |
|  | 3.3 | Establish a voice, influence, and engagement task group with a focus on the health and wellbeing of carers.                | March 2022 (as part of delivery of area of focus 1 of the carer's strategy) | Jo Hinchliffe, RMBC           |  | The governance map has been to the strategic group and formal arrangements are being planned to ensure the task group is in place by the end of March 2002   |
|  | 3.4 | Refresh information, advice and guidance available to carers, including the launch of the carers' newsletter.              | March 2022 (as part of delivery of area of focus 1 of the carer's strategy) | Jo Hinchliffe, RMBC           |  | Work is still highly focussed on COVID-19 response and recovery. However, Plans are in place to develop the newsletter. A Comms Officer has been identified to support initial planning and conversations have occurred. |
| Support local people to lead healthy lifestyles, including reducing the health burden from | 3.5 | Review delivery of enhanced tier 2 weight management service, being delivered as part of the PHE Adult WM Grant Programme. | March 2022  | Michael Ng / Kate Green, RMBC |  | The service started 01/10/2021. In the first 3 months we have had over 250 people accessing Tier 2 weight management. The Tier programme is a 12-week programme. The first data submission to PHE for                    |

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| tobacco, obesity and drugs and alcohol. |     |  |                           |                                    |  | review submitted will be in January.   |
|   | 3.6 | Undertake health needs assessments for healthy weight and tobacco.   | January 2022              | Jessica Dunphy and Kate Gray, RMBC |  | Work is on track to complete the needs assessments before end of January.  |
|   | 3.7 | Identify and treat inpatient smokers as part of the QUIT programme with: <ul style="list-style-type: none"> <li>• 30% of inpatient smokers prescribed nicotine replacement therapy within 24 hours of admission</li> <li>• 50% of inpatient smokers referred to Trust Tobacco Treatment Advisors within 24 hours of admission</li> </ul> | End of October 2021       | Healthy Hospitals Manager, TRFT    |  | Due to technical issues with the QUIT data across the area the ICS has amended reporting deadlines until the end of January, therefore data will not be available for the January meeting but will be for the March meeting. |
|   | 3.8 | Offer the free smoking cessation service to all hospital staff as part of the QUIT programme.  | End of October 2021       | Healthy Hospitals Manager, TRFT    |  | Due to technical issues with the QUIT data across the area the ICS has amended reporting deadlines until the end of January, therefore data will not be available for the January meeting but will be for the March meeting. |
|   | 3.9 | Increase the number of non-opiate and alcohol treatment completions in   | September 2021-March 2023 | Jacqui Wiltschinsky and Anne       |  | Performance has continued to decline and a business continuity plan was put in   |

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|      | line with PHE Average.  |                           | Charlesworth.<br>RMBC                   |  | <p>place in December to place clients on a waiting list according to clinical priority to maintain safe and quality service levels. This is now easing as new staff are coming into post. The staff shortages may be the result of the national increase in funding which has meant no bank or interim staff have been found to fill vacancies.</p> <p>The new national strategy 'From Harm to Hope' comes with a continuation of grant funding and an escalator programme for areas that are struggling to deliver on the PHOF indicators. Rotherham is likely to benefit from this programme.</p> |
| 3.10 | Review and establish the drug-related death pathway to identify improvements across the system. | September 2021-March 2023 | Sam Barstow and Anne Charlesworth, RMBC |  | A draft process and governance structure will be presented to the review group in January.  |
| 3.11 | Deliver against funding from PHSE to support frequent attenders to ED                           | March 2022                | Amanda Marklew,                         |  | Recruitment has been delayed as having to go back   |

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|  |  | with complex Alcohol and Mental Health needs through a newly established outreach team. |  | TRFT |  | to advert. Pilot has started by uplifting current support worker post to commence community outreach, with effect. |
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**Aim 4: All Rotherham people live in healthy, safe, and resilient communities**

Board sponsor: Steve Chapman, Chief Superintendent, South Yorkshire Police and Paul Woodcock, Strategic Director of Regeneration and Environment, Rotherham Metropolitan Borough Council

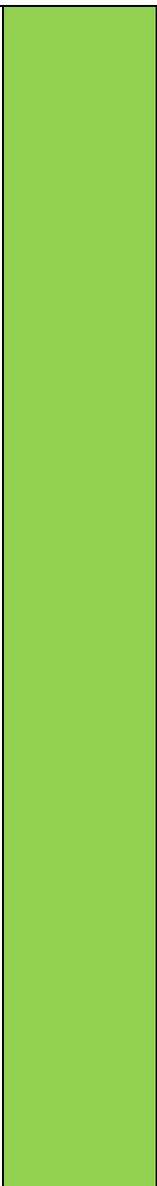
| Priority                                 | #   | Milestones   | Timescale              | Lead(s)  | BRAG rating | Progress update   |
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| Deliver a loneliness plan for Rotherham. | 4.1 | Launch and deliver MECC training on loneliness, with a target to reach 150 people.       | September – March 2022 | Phillip Spencer, RMBC                              |             | Training delivered to 103 people by November 2021. A further 4 training sessions booked for January 2022, which should see us exceeding our target before the March deadline  |
|  | 4.2 | To deliver the Public Health England (PHE) Better Mental Health Fund Befriender project. | July 2021- April 2022  | Ruth Fletcher-Brown, RMBC and Rotherham Federation |             | <p>The Rotherham Befriending Network has been commissioned to deliver the “Befriending Project- Addressing loneliness to protect the mental health of vulnerable groups”</p> <p>The contract lead for this project is Rotherham Federation and they have pulled together a partnership of providers who are all currently involved in the delivery of befriending</p> |

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|     |  |                      |                               |  | <p>services and/or supporting residents to address loneliness and isolation.</p> <p>The partners involved are: Live Inclusive, Rotherham Ethnic Minorities Alliance (REMA), Rotherham Parent and Carers Forum (RPCF), YAWR Services, Age UK Rotherham, and Voluntary Action Rotherham (VAR).</p> <p>Partners are supporting clients, several case studies have been collected illustrating the positive impact this project is having on people's lives. The next data submission date to OHID is on the 21st January 2022.</p> <p>Filming will commence this month for the community volunteer campaign called "Be A Good Neighbour" campaign.</p> |
| 4.3 | Develop a communications and engagement plan to address loneliness and deliver this plan | September-March 2022 | Ben Pindar, RMBC working with |  | Discuss with befriending provider network group and link up with key campaigns  |

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|   |     | working with VCS and wider partnership.  |                   | VCS and other partner organisations |  | around loneliness.  |
| Promote health and wellbeing through arts and cultural initiatives. | 4.4 | Deliver Rotherham Show as a three-day festival, including implementing additional COVID secure measures to reassure residents and instil confidence. | September 2021    | Leanne Buchan, RMBC                 |  | <p>The event was delivered from 3<sup>rd</sup> to 5<sup>th</sup> September. Estimated audience of 90,000, of which 75% identified that this was the first event that they had attended since COVID restrictions were relaxed.</p> <p>Infection rates in Rotherham fell during the period of the Rotherham show delivery, indicating that the security measures were effective.</p> <p>The satisfaction rating was 98%, which was a rise from 96% from 2019.</p> |
|   | 4.5 | Develop a cultural programme using COMF funding targeting over 55s to support physical and mental reconditioning.                                    | Autumn-March 2022 | Leanne Buchan, RMBC                 |  | <p>The programme is on track and in delivery. The first project within this programme was Care Home Choir which was delivered as part of the Rotherham Christmas Campaign and included performances at the</p>  |

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|  |     |  |              |                 |  | Lights Switch On and a touring programme across the borough. Further activities will be delivered between January and March including: Circus Elders (physical reconditioning using circus skills), a performance of Good Grief at Rotherham Civic Theatre with an associated Death Café pop-up exploring themes of grief, loss and loneliness, a photography project celebrating Age Positivity in libraries and an intergenerational programme at Clifton Park Museum celebrating the role of grandparents. |
|  | 4.6 | Launch a Rotherham Year of Reading event which will target disadvantaged pupils. | January 2022 | Zoe Oxley, RMBC |  | A soft launch will take place with schools first week of January sharing a video. Currently in discussion with RoSIS/Public Health/Comms for a late Jan/Feb 2022 launch but due to the uncertainty around Covid the Public/PR launch date is  |

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|  |     |  |                                      |   |  | subject to change.   |
|  | 4.7 | Utilise libraries as death positive spaces, where the public can have conversations around loss, grief, end of life planning and legacy. | March 2023                           | Zoe Oxley, RMBC   |  | Funding has been approved to host four screenings that explore different perspectives on death and grief by the Ugly Bucket Theatre company due to take place Jan - Mar 2022 followed by an open discussion. |
| Ensure Rotherham people are kept safe from harm. | 4.8 | Embed the Home Safety Partnership Referral Scheme with key partners in Rotherham.  | March 2022                           | Steve Adams and Toni Tranter, South Yorkshire Fire and Rescue |  | 7.1.2022 – RMBC Adult Social Care staff to commence with Safe & Well Referral training from January 2022.  |
|  | 4.9 | Work with other partnership boards on crosscutting issues relating to safety and safeguarding.   | Ongoing for the duration of the plan | Board chairs, RTP   |  | Work continues to maintain the partnership relationship between the safeguarding boards, and safeguarding annual reports are shared with the Health and Wellbeing Board in January 2022.                     |

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| <p>Develop a borough that supports a healthy lifestyle.</p> | <p>4.10</p> | <p>Undertake a review of the strategic positioning of physical activity in Rotherham.</p> | <p>December 2021</p> | <p>Sam Keighley,<br/>Yorkshire Sport Foundation<br/><br/>(supported by Kate Green, RMBC)</p> |  | <p>Sam presented a report to HWbB on 24th Nov to share reflections and stimulate discussion about the direction of travel and next steps.</p> <p>HWbB prioritised 4 areas for partners to collaborate which will strengthen strategic positioning of physical activity in supporting healthy lifestyles and tackling health inequalities:</p> <ul style="list-style-type: none"> <li>• All public sector anchor organisations doing what they can as employers to get and keep their workforces active.</li> <li>• Creating the conditions where social movements that normalise physical activity can flourish.</li> <li>• Training front line workers across multiple organisations (prevention, early</li> </ul> |
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|  |      |  |   |                        |  | <p>intervention and clinical) to be confident to talk about and signpost people to being active.</p> <ul style="list-style-type: none"> <li>• Strengthen local social prescribing structures; including building the confidence of G.P.'s and other prescribers to talk about the benefits of physical activity and refer</li> </ul>   |
|  | 4.11 | Deliver a range of programmes to welcome women and girls into football, focussing on under-represented groups. | Ongoing for the duration of the plan<br><br>(up to July 2023) | Chris Siddall,<br>RMBC |  | <p>Three sessions are currently in delivery/ development:</p> <ul style="list-style-type: none"> <li>• Sessions during three holiday camps in October Half term with activity have been delivered in local primary schools. Potential to expand work through Holiday Activity Fund. An afterschool programme linking directly to community sessions has started in January 2022 with success.</li> </ul> |

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|  |  |  |  |  | <ul style="list-style-type: none"><li>• The number of primary schools is being increased who work with the Youth Sport Trusts “Girls School Sport Partnerships”. Numbers to be confirmed at the end of the academic year. Options explored for girls community teams at Wath.</li><li>• Work continues with REMA on a project focusing on a variety of women from Rotherham who are engaged in football. One of them is a young girl of dual heritage who has ADHD. She plays in a youth girls team and uses football as an outlet for her ADHD. This project is being designed and delivered by an all-female team including photographer and graphic designer.</li><li>• Seeking to deliver festivals and events between February and</li></ul> |
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|      |  |   |                     |  |  | July 2022  |
| 4.12 | Use football to encourage more women and girls to adopt and maintain a healthier lifestyle.          | Ongoing for the duration of the plan<br><br>(up to July 2023) | Chris Siddall, RMBC |  |  | <p>Living a healthy lifestyle is covered in Educational settings across Rotherham. With more schools getting involved in the Girls Football School Partnership this will reach a wider audience.</p> <p>Planning for the tournament's Fan Zones is ongoing and will be an opportunity to promote healthy lifestyles.</p> <p>A page has been set up on the Women and Girls Website, hosted by Rotherham United CST, linked to healthier lifestyles.</p> |
| 4.13 | Complete public consultation on the draft Cycling Strategy and present the final draft for approval. | October 2021  | Andrew Moss, RMBC   |  |  | Public consultation was completed, full cycling strategy going to January Cabinet.   |

## Cross-cutting priorities

| Priority   | #   | Milestones  | Timescale   | Lead(s)                 | BRAG rating | Progress update  |
|--|-----|---|---|-------------------------|-------------|--|
| Work in partnership to maximise social value across the borough. | 5.1 | Undertake a baselining assessment regarding social value through the Rotherham Anchor Network.                              | March 2022  | Karen Middlebrook, RMBC |             | Conversations remain ongoing with partners to develop a baselining assessment regarding procurement expenditure made with local suppliers. |
| Assess and respond to the impact of the COVID-19 pandemic.       | 5.2 | Commission State of the Sector Research to understand the impact of the pandemic on the voluntary and community sector.     | Early 2022  | Shafiq Hussain, VAR     |             | Due to go out QTR1 2022.   |
|  | 5.3 | Update the GISMO directory, taking into account the impact of the pandemic of voluntary and community sector organisations. | End of September – 50% updated<br><br>End of December – 75% updated<br><br>End of March 2022 – 100% updated | Shafiq Hussain, VAR     |             | 80% updated (as of 11 <sup>th</sup> November 2021.)<br><br>Further update to be provided in April 2022                                     |

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| Develop the Pharmaceutical Needs Assessment.  | 5.4 | Host stakeholder consultation to support needs assessment           | January 2022   | Gilly Brenner, RMBC |  | Initial public consultation and pharmacy data checks on track for early in the new year.   |
|   | 5.5 | Publish updated Rotherham Pharmaceutical Needs Assessment           | September 2022 | Gilly Brenner, RMBC |  | On track to deliver by next autumn.  |
| Work in partnership to further develop the Rotherham Data Hub and assess population health. | 5.6 | Establish a partnership steering group to prepare the 2021/22 JSNA. | December 2021  | Gilly Brenner, RMBC |  | Partnership steering group meeting for 21/22 held 14/10/21.<br><br>Refresh and priorities for 21/22 including small area data agreed and collation on track. |
|   | 5.7 | Refresh the JSNA for 2021/22.                                       | April 2022     | Gilly Brenner, RMBC |  | On track, agreement across partners to provide refreshed content.  |

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| <b>BRIEFING</b> | <b>TO:</b>          | Health and Wellbeing Board   |
|                 | <b>DATE:</b>        | 26 <sup>th</sup> January 2022  |
|                 | <b>LEAD OFFICER</b> | Karen Smith,<br>Strategic Commissioning Manager, Adults Joint Commissioning (RMBC/RCCG)<br>Karen-nas.smith@rotherham.gov.uk<br>Tel. No. 01709 254870 |
|                 | <b>TITLE:</b>       | Section 75 Framework Agreement and Better Care Fund Call-Off Partnership / Work Order 2021/22  |

### Background

- 1.1** The purpose of this report is to confirm that Rotherham Clinical Commissioning Group (RCCG) and Rotherham Metropolitan Council (RMBC) have jointly developed a new overarching Section 75 Framework Agreement and BCF Call-Off Partnership/Work Order in 2021-22, which reflects local need and priorities.
- The Department of Health and Social Care (DHSC) and the Department for Levelling Up, Housing and Communities (DLUHC) have published a Policy Framework for the implementation of the Better Care Fund (BCF) in 2021-22. The Framework forms part of the NHS mandate for 2021-22.
- As set out in the BCF Policy Framework, the requirements of the planning process have focused on continuity in 2021-22, while enabling areas to agree plans for integrated care that support recovery from the pandemic and build on the closer working relationships that many systems have developed to respond to this.
- The use of BCF mandatory funding streams (including CCG minimum contribution, improved Better Care Fund (iBCF) grant and Disabled Facilities Grant (DFG) must be jointly agreed by CCGs and Local Authorities to reflect local health and care priorities, with plans signed off by Health and Wellbeing Boards (HWBs). Local areas are required to agree use of the mandatory funding streams locally, to pool these into a joint agreement under Section 75 of the NHS Act 2006 and to provide an end of year report.

### Key Issues

- 2.1** The Better Care Fund will continue to provide a mechanism for personalised, integrated approaches to health and social care that support people to remain independent at home or to return to independence after an episode in hospital. The BCF was established by Government to provide funds to local areas to support the integration of health and social care.
- The BCF Plan for Rotherham has been developed to promote and implement integration, and these schemes are set out in the Rotherham Section 75 Agreement for 2021/22.
- A BCF planning template and optional narrative template was required by the national team for 2021-22 which has been submitted to NHS England on 16<sup>th</sup> November 2021. Approval letters will be issued by the national team giving formal permission to spend (CCG minimum) from 11<sup>th</sup> January 2022.
- One of the key requirements of the BCF planning guidance is for a Section 75 Framework Agreement to be fully signed by both partner organisations and in place by 31<sup>st</sup> January 2022.
- The BCF Planning Requirements 2021-22 illustrates that a formal agreement needs to be established in each local area to enable the Council and the CCG to work collaboratively in

delivering the services. The requirement is for an agreement using Section 75 of the National Health Service Act, 2006.

This partnership framework agreement gives powers to local authorities and health bodies to establish and maintain pooled funds, out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed National Health Service (NHS) functions.

A Section 75 framework agreement is used when there is some cross-over of functions between the two organisations; to allow them to act in partnership to pool budgets or create non-pooled funds, to agree that staff carrying out the inter-related functions can undertake work for both parties and to delegate functions to provide a more seamless service.

A Section 75 framework agreement records a wider working relationship between health and social care organisations, with a view to arrangements being developed across a number of different services or it can be used for a single discrete service.

The Section 75 Framework Agreement has established two pooled budgets. With each organisation hosting one fund, the proposal allows both the Council and CCG to maximise the benefits of hosting a pooled budget.

A performance management programme has been developed which will allow a close focus on each of the BCF schemes. The schemes have been mapped into two pooled budgets to allow similar services to explore opportunities for further integrated working, and to work together to collect and monitor data, ensuring duplication is avoided.

The BCF Operational Group gathers reviews and interprets performance data, and ensures targets are monitored and met. The BCF Executive Group is the body which has strategic oversight of the whole BCF plan. The officer groups will be held accountable across the system and have key representatives from both RCCG and RMBC. Terms of Reference for each of these groups are set out in BCF Call-Off Partnership / Work Order.

This partnership will work across all Partners to ensure effective delivery of the ambitions set out in the BCF metric plans. The CCG and Council have agreed a risk fund, spread across the two pooled budgets, which will be used to fund any shortfall due to targets being missed, or unexpected overspends.

The details of the two pooled funds are set out in the BCF Call Off Partnership/Work Order. In brief, there are two funds within the £45.486m BCF Plan for 2021/22. One fund, hosted by the CCG, is valued at £11.336m and the other fund, hosted by the Council, is valued at £34.150m. Both funds sit under the same Section 75 Framework Agreement which provides governance for the BCF plan.

In line with previous years the BCF Risk Pool will be utilised to contribute to the increase in demand for reablement, to support hospital discharges and brokerage support

Risk sharing agreements have been agreed to protect both parties from areas of overspend and financial risk.

### Key Actions and Relevant Timelines

**3.1** The BCF planning and narrative templates for 2021-22 are going through various stages of the approval process as follows:

- BCF planning submission from local HWB areas - 16<sup>th</sup> November 2021.
- Approval letters issued giving formal permission to spend - 11<sup>th</sup> January 2022.
- The Section 75 Framework Agreement (Appendix 1) and Better Care Fund Call-Off Partnership / Work Order 2021/22 (Appendix 2) has now been signed by both partner organisations – 31<sup>st</sup> January 2022

| <b>Implications for Health Inequalities</b> |  |
|---|--|
| <b>4.1</b>                                  | <p>There is a recognition at SYB and Place that Health Inequalities (HI) is integral to everything. Rotherham is working across Place and ICS partners to share knowledge and develop our capabilities in understanding Health Inequalities and Population Health Management (PHM).</p> <p>BCF funded schemes that aim to tackle health inequalities includes the Social Prescribing programme which provides interventions on tobacco, weight, alcohol, physical activity, obesity reduction, smoking cessation, and diabetes prevention programmes. Breathing Space is also delivering respiratory services within the Right Care pathway.</p> |
| <b>Recommendations</b>                      |  |
| <b>5.1</b>                                  | <p><b>That the Health and Wellbeing Board note the content of the:</b></p> <p><b>(I) Section 75 Framework Agreement and Better Care Fund (BCF) Call-Off Partnership / Work Order for 2021/22.</b></p>  |



## **Section 75 Framework Agreement for the Commissioning of Services**

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### Section 75 Framework Agreement for the Commissioning of Services

**Date of this Framework Agreement:**

The execution date of the parties indicated below, or if the parties indicate different dates, on the later date

**Participants**

| Details                     | The Council   | The CCG   |
|-----------------------------|---|---|
| Name                        | Rotherham Metropolitan Borough Council  | Rotherham Clinical Commissioning Group                                      |
| Current address for notices | Riverside House, Main Street, Rotherham, S60 1AE  | Oak House, Moorhead Way, Bramley, S66 1YY                                   |
| Point of contact            | The Council's Strategic Director of Adult Care, Housing and Public Health or the equivalent at the time, or his/her delegate. | The CCG's Chief Officer or the equivalent at the time, or his/her delegate. |

**1. Background to this Framework Agreement**

1.1 About the Council

It is a local authority with a responsibility for commissioning and providing certain health and social care services for residents of Rotherham.

1.2 About the CCG

It is an NHS body with responsibility for commissioning health services under the 2006 Act in Rotherham.

1.3 Why the Participants are establishing this Framework

From time to time the Participants may wish to enter into Call-off Partnerships for the commissioning of services in relation to any of the following:

- Council Functions; and/or
- CCG Functions.

1.4 Purpose of this Framework Agreement

- To set out the following:
  - This contractual terms in relation to the Framework generally; and
  - The contractual terms of each Call-off Partnership, in addition to the other documents described in item 2.6.
- To enable the Participants to pool funds and to align budgets as agreed between the Participants.

1.5 Powers of the Participants

The Participants enter into each Call-off Partnership under section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.

**2. The agreement between the parties**

Each Participant agrees as follows:

|   |  |
|---|--|
| 2.1 Establishment of Framework  | By signing this Framework Agreement, the Participants establish the Framework.   |
| 2.2 How the Participants are to operate under this Framework  | <ul style="list-style-type: none"> <li>• They may from time to time enter into Call-off Partnerships under this Framework.</li> <li>• Each Call-off Partnership is a separate partnership between the Participants for the purposes of section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.</li> </ul>   |
| 2.3 Consideration payable by a Participant to the other Participant for entering into <ul style="list-style-type: none"> <li>• This Framework Agreement; and</li> <li>• Each Call-off Partnership from time to time.</li> </ul>   | <ul style="list-style-type: none"> <li>• £1.00 if demanded by the other Participant in writing.</li> <li>• The parties agree this is sufficient consideration.</li> </ul>  |
| 2.4 This Framework Agreement applies to each <b>'Call-off Partnership'</b> , being a partnership to which all of the following apply <ul style="list-style-type: none"> <li>(a) Who has established the Call-off Partnership</li> <li>(b) How the Participants are to establish the Call-off Partnership</li> <li>(c) When the Participants may establish a Call-off Partnership from time to time</li> </ul> | <p>Both Participants.</p> <p>It is established under a Work Order that:</p> <ul style="list-style-type: none"> <li>• Cross-references this Framework Agreement sufficiently clearly; and</li> <li>• Is substantially in the form indicated in this Framework Agreement, or in such other form as the Participants agree.</li> <li>• Is wholly within the scope of the Framework described in item 2.5.</li> <li>• Has been appropriately executed by each Participant according to its own internal rules.</li> </ul> <p>Any time:</p> <ul style="list-style-type: none"> <li>• On or after the commencement date of this Framework, as indicated in item 3.1; and</li> <li>• On or before the end date of the Framework indicated in item 4.1.</li> </ul> |
| 2.5 What is the scope of Framework  | Any commissioning activities in relation to any services which may be the subject of a partnership between the Council and the CCG under section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.  |

2.6 **The contractual terms of a particular Call-off Partnership**

- The following comprise the contractual terms each Call-off Partnership
- In order of priority if there are inconsistencies and as amended according to this Framework Agreement and/or the Call-off Partnership, as relevant
- To be legally binding on the Participants when executed by each Participant according to its own internal rules.

(a) Work Order

|   |
|---|
| The relevant Work Order of the Call-off Partnership, including any schedules, appendices or the like. |
|---|

(b) This Framework Agreement

|                           |
|---------------------------|
| This Framework Agreement. |
|---------------------------|

2.7 **The terms of this Framework Agreement** comprise **all** of the following

- As amended from time to time according to this Framework Agreement
- According to the following priority if there are inconsistencies

These are legally binding on the Participants when this Framework Agreement is executed by each Participant according to its own internal rules

(a) Schedules etc.

|  |
|--|
| Any schedules, annexures or the like to this Framework Agreement which are not described elsewhere in this item 2.7. |
|--|

(b) Other documents

|   |
|---|
| Any and all other documents, websites identified by a link, or the like of any of these <ul style="list-style-type: none"> <li>• Which are cross-referenced in any document described in a document listed elsewhere in this item 2.7; and</li> <li>• Which this Framework Agreement Framework Agreement indicates are incorporated into this Framework Agreement; and</li> <li>• Which are communicated (or in the case of a website, the relevant link has been communicated) between the parties.</li> </ul> |
|---|

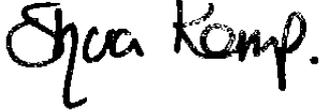
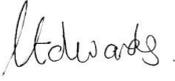
(c) Cover pages

|   |
|---|
| These pages before the execution clauses. |
|---|

(d) Schedule 1

|  |
|--|
| The contractual terms of this Framework Agreement indicated in schedule 1. |
|--|

Executed by the parties (or on their behalf by their respective authorised representatives) as an agreement on the respective dates indicated below

|                                    | The Council   | The CCG   |
|------------------------------------|---|---|
| Signature                          |  |  |
| Date of signature                  | 21 <sup>st</sup> December 2021  | 21 December 2021  |
| Name of signatory (print)          | Sharon Kemp   | Chris Edwards   |
| Title or role of signatory (print) | Chief Executive   | Accountable Officer   |

Schedule 1: the terms of this Framework Agreement

Duration

3. Commencement of Framework, Call-off Partnerships

|     |  |  |
|-----|--|--|
| 3.1 | When this Framework commences            | On the date of this Framework Agreement. |
| 3.2 | When each Call-off Partnership commences | As indicated in the relevant Work Order. |

4. End of Framework, Call-off Partnerships

|     |                          |  |
|-----|--------------------------|--|
| 4.1 | When this Framework ends | <p>There is no expiry date of the Framework.</p> <p>The Framework continues until the first of the following occurs:</p> <ul style="list-style-type: none"> <li>• The Participants agree in writing to end the Framework. In this case, the end date is the date on which the Participants agree in writing that the Framework is to end.</li> <li>• Either Participant communicates to the other Participant in writing that the relevant Participant wishes to discontinue the Framework. The relevant Participant is not required to give a reason for making the communication. In this case, the end date is the date on which the relevant Participant requests the Framework to end.</li> <li>• There is a change in the Law resulting in the Participants being no longer able to enter partnerships for the commissioning of goods, services and/or works.</li> </ul> |
|-----|--------------------------|--|

|     |  |  |
|-----|--|--|
| 4.2 | Whether the end of the Framework <b>in itself</b> results in the end of any Call-off Partnership then in place | <p>No.</p> <p>That Call-off Partnership continues until it ends according to item 4.3.</p> |
|-----|--|--|

4.3 When each Call-off Partnership ends  
Either of the following, as relevant:

|     |   |  |
|-----|---|--|
| (a) | If there is <b>no Commissioned Contract</b> in place at the relevant time in relation to the Call-off Partnership   | <p>On the first of the following to occur:</p> <ul style="list-style-type: none"> <li>• Any expiry date indicated in the relevant Work Order (as extended by written agreement of the Participant); or</li> <li>• The effective date of any early termination of the Call-off Partnership, if that Call-off Partnership is terminated early: <ul style="list-style-type: none"> <li>- By a Participant unilaterally under the terms of this Framework Agreement or under the relevant Work Order; or</li> <li>- By written agreement of the Participants.</li> </ul> </li> </ul> |
| (b) | If there is <b>at least one Commissioned Contract</b> in place at the relevant time in relation to the Call-off Partnership<br>On the later of the following: | <ul style="list-style-type: none"> <li>• The date indicated in item (a); or</li> <li>• The first date on which neither Participant has any remaining obligations, liabilities (or the like) whatsoever (whether known or prospective) in relation to at least one Commissioned Contract in connection with the Call-off Partnership.</li> </ul>  |

4.4 Consequences of the end of a Call-off Partnership according to item 4.3

- The rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the Participants in connection with the Call-off Partnership shall discontinue.
- This is subject to item 4.5 in relation to those which continue after the end of the Call-off Partnership.

4.5 The following rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the Participants **shall continue** in relation to a Call-off Partnership which has otherwise ended under item 4.3

- These shall continue until they are completed, until they expire, or indefinitely, as relevant, regardless of the end of the relevant Call-off Partnership
- These are to be read independently

(a) Already arisen, accrued

Those in connection with the relevant Call-off Partnership which had already arisen or accrued on or before the end date of the Call-off Partnership.

(b) Relating to certain events or circumstances

- Those which relate to events or circumstances
- Which are connected with the relevant Call-off Partnership; and
  - Which occurred on or before the end date of that Call-off Partnership.

(c) Interest

Any interest accruing on any debts between the Participants in connection with the relevant Call-off Partnership which relate to events or circumstances which had already occurred or arisen on or before the end date of the Call-off Partnership.

(d) Continuing nature

Those in connection with the relevant Call-off Partnership which are expressed (or which are reasonably implied) in the terms of the Call-off Partnership to continue after the end date of the relevant Call-off Partnership.

**About Call-off Partnerships generally**

**5. Obligation to enter Call-off Partnerships**

5.1 Extent to which either Participant is contractually obliged to enter into **any particular** Call-off Partnership

No obligation.

5.2 Extent to which either Participant is contractually obliged to enter into **any minimum number** of Call-off Partnerships

No obligation.

**6. Procedures to establish Call-off Partnerships**

6.1 Each Participant must follow the following procedures if the Participants wish to establish a particular Call-off Partnership from time to time

Each Participant must comply with any and all procedures required in all of the following:

- The relevant Work Order
- The relevant Participant's constitutional arrangements
- In any case, the Law.

**General principles**

**7. General obligations**

7.1 Standards to which each Participant must operate in carrying out its activities in connection with any Call-off Partnership

To the highest of the following standards:

- With reasonable skill and care.
- **In any case:** in compliance with relevant Law. This is a paramount obligation, which overrides anything to the contrary in this Framework Agreement and/or in the contractual terms of any Call-off Partnership.

7.2 Keeping informed

- Each Participant must keep the other Participant informed of any matters significant to this Framework and/or any one or more Call-off Partnerships.
- That Participant must do so promptly on becoming aware of the matter.

7.3 Obligations not to create certain risks etc.

Neither Participant ('X') may do any act which causes (or which creates an unreasonable risk of causing) any of the following:

- The other Participant to breach any Commissioned Contract.
- The other Participant to breach any Law in connection with a particular Call-off Partnership.
- The other Participant to breach any other duty which it owes any third party (whether in contract or otherwise) where X either knew or reasonably should have known about that duty.

7.4 Other general obligations of each Participant in relation to its activities connected with each Call-off Partnership and this Framework generally

Each Participants must act honestly and in good faith in relation to such activities and in its dealings with the other Participant in connection with each Call-off Partnership and this Framework generally.

7.5 Miscellaneous obligations of each Participant

(a) Compliance with Partnership Board resolution etc.

Each Participant must comply with all of the following:

- A resolution of the Partnership Board then in place.
- Any written agreement then in place between all of the Participants in connection with the Partnership.

(b) Not to assist

- No Participant is permitted to assist or instruct another person to do any act that would breach this Framework Agreement and/or the contractual terms of a Call-off Partnership if that act were done by the Participant and/or its Affiliate directly.
- If a Participant's Affiliate or any Personnel of the Participant or its Affiliate does any such act, the onus will lie with that Participant to prove the act was NOT done with the Participant's instructions and/or assistance.

(c) Not to attempt

No Participant is permitted to attempt to breach this Framework Agreement and/or the contractual terms of a Call-off Partnership (e.g. by entering into an agreement with someone with obligations on the Participant that would put it in breach of this Framework Agreement and/or the contractual terms of a Call-off Partnership).

**Arrangements of each specific Call-off Partnership**

**8. Type of commissioning arrangement**

- 8.1 Whether a relevant Call-off Partnership is to involve any one or more of the following:
- A joint commissioning arrangement; and/or
  - A lead commissioning arrangement

As indicated in the Work Order.

**9. Delegations between the Participants**

9.1 What the **Council** delegates to the **CCG** under a particular Call-off Partnership when the Participants enter into that Call-off Partnership

It delegates to the CCG those Council Functions if any

- As indicated in the relevant Work Order
- To the extent those delegations are reasonably necessary to enable the CCG to perform its obligations under that Call-off Partnership

The CCG

- Accepts that delegation; and
- On such acceptance, agrees to exercise those Health Related Functions in conjunction with the CCG's CCG Functions.

9.2 What the **CCG** delegates to the **Council** under a particular Call-off Partnership when the Participants enter into that Call-off Partnership

It delegates to the Council those CCG Functions if any

- As indicated in the relevant Work Order
- To the extent those delegations are reasonably necessary to enable the Council to perform its obligations under that Call-off Partnership

The Council

- Accepts that delegation; and
- On such acceptance, agrees to exercise those CCG Functions in conjunction with the Council's Council Functions.

|  |  |  |
|--|--|--|
| 9.3  | When a delegation is deemed to have been made by the delegating Participant and accepted by the Participant who receives the delegation        | On the date the Participants enter into the relevant Call-off Partnership, or on such later date indicated in the Work Order.  |
| 9.4  | Whether there are any restrictions on a Participant's powers to delegate its powers or functions by Law  | Those restrictions apply to any delegation described in this section 9 to the minimum extent necessary to comply with the Law.   |
| <b>10. Scope of a Call-off Partnership</b> |  |  |
| 10.1                                       | The scope of a particular Call-off Partnership (i.e. the Services which may be commissioned within that Call-off Partnership)                  | As indicated in the relevant Work Order.   |
| <b>11. Aims and objectives</b>             |  |  |
| 11.1                                       | The aims and objectives of the Participants in relation to a particular Call-off Partnership   | As indicated in the relevant Work Order.   |
| <b>12. Service standards</b>               |  |  |
| 12.1                                       | Specific service standards (or similar) to which a Participant must carry out its obligations under a particular Call-off Partnership          | As indicated in the relevant Work Order.   |
| <b>13. Commissioned Contracts</b>          |  |  |
| 13.1                                       | Description of each Commissioned Contract to be commissioned in connection with a particular Call-off Partnership                              | <ul style="list-style-type: none"> <li>• As indicated in the relevant Work Order.</li> <li>• Any additional contracts as agreed by the Participants in writing.</li> </ul> |
| 13.2                                       | Which Participant is to be a party to each Commissioned Contract described in item 13.1  | <ul style="list-style-type: none"> <li>• As indicated in the relevant Work Order.</li> <li>• As agreed by the Participants in writing.</li> </ul>                          |
| 13.3                                       | How the Participants are to decide on the contractual terms of each Commissioned Contract, including any specification or the like             | According to the decision making rules of this Framework described in section 34.  |
| <b>14. Client group</b>                    |  |  |
| 14.1                                       | Description of the client group for whose benefit the Services are to be provided under a particular Call-off Partnership                      | As indicated in the relevant Work Order.   |
| <b>15. Improvements for client group</b>   |  |  |
| 15.1                                       | Expected improvements for the client group in relation to a particular Call-off Partnership  | As indicated in the relevant Work Order.   |
| <b>16. Consultations</b>                   |  |  |
| 16.1                                       | Consultation activities which the Participants have undertaken with the relevant client group in relation to a particular Call-off Partnership | As indicated in the relevant Work Order.   |

**17. Host Participant**

|  |  |
|--|--|
| <p>17.1 Which Participant is the Host Participant in relation to a particular Call-off Partnership</p>   | <ul style="list-style-type: none"> <li>• <b>Current Host Manager:</b> as indicated in the relevant Work Order.</li> <li>• <b>From time to time:</b> as agreed in writing by the Participants.</li> </ul>   |
| <p>17.2 Responsibilities and tasks of the Host Participant in relation to a relevant Call-off Partnership from time to time</p>  | <p>As indicated in the relevant Work Order.</p>  |
| <p>17.3 Authority of the Host Participant to make decisions and to otherwise act alone for the purposes of the Partnership in relation to a relevant Call-off Partnership</p>        | <ul style="list-style-type: none"> <li>• It may do so under its Individual Authority from time to time according to section 35.</li> <li>• Any decision or other act by the Host Participant in connection with the Partnership that is within its Individual Authority is binding on the Participants.</li> </ul>   |
| <p>17.4 The Host Participant's obligations to keep the Partnership Board informed of events and circumstances affecting the relevant Call-off Partnership as and when they occur</p> | <p>The Host Participant will be obliged to keep the Partnership Board informed of:</p> <ul style="list-style-type: none"> <li>• Any adverse complaints/legal challenges that impact or impede the operation of the Call-off Partnership</li> <li>• Specific statistical information as agreed between the Host Participant and the Partnership Board</li> </ul>  |
| <p>17.5 How a Host Participant must carry out its responsibilities in relation to a relevant Call-off Partnership</p>  | <p>It must do so as follows:</p> <ul style="list-style-type: none"> <li>• With reasonable skill and care</li> <li>• In accordance with the contractual terms of the Call-off Partnership as described in item 2.6 .</li> <li>• In any case, in accordance with the following:</li> <li>• Any relevant Law, particularly (in relation to the procurement of any public contract and where relevant) the Public Contracts Regulations (2015), as amended.</li> <li>• The Host Participant's constitution or the equivalent.</li> </ul> |

**18. Pooled Fund, Non-Pooled Fund**

|   |  |
|---|--|
| <p>18.1 Whether there is to be a Pooled Fund or a Non-Pooled Fund in relation to a particular Call-off Partnership</p>  | <p>As indicated in the relevant Work Order.</p>  |
| <p>18.2 If there is to be a Pooled Fund in relation to a particular Call-off Partnership, who is to be the Pool Manager of the Pooled Fund in relation to a particular Call-off Partnership</p> | <ul style="list-style-type: none"> <li>• <b>Current Pool Manager:</b> as indicated in the Work Order or in any case, any suitably qualified officer of the Host Participant as the Host Participant nominates from time to time.</li> <li>• <b>From time to time:</b> as agreed in writing by the Participants.</li> </ul> |

**19. Notifications**

|   |   |
|---|---|
| <p>19.1 Which Participant is responsible for making all notifications required to the Department of Health (or other body as necessary regarding the establishment of a particular Call-off Partnership</p> | <p>As indicated in the relevant Work Order.</p> |
|---|---|

**20. Minimum volumes**

20.1 Whether a Participant is obliged under this Framework Agreement to purchase a **minimum volume of goods, services or works** under any Commissioned Contract of a Call-off Partnership

Only to the extent indicated in the relevant Work Order.

**21. Exclusivity**

21.1 Whether any Participants is obliged under this Framework Agreement to do any of the following **on an exclusive basis**

- Use a Commissioned Contract of a particular Call-off Partnership
- Purchase any services from any particular Relevant Provider

Only to the extent indicated in the relevant Work Order.

**Financial issues**

**22. Contributions under Call-off Partnerships including Overspends**

22.1 Liability of the Participants to make **initial contributions** to any **Pooled Fund** of a particular Call-off Partnership

(a) Period covered by the initial contribution

As indicated in the relevant Work Order.

(b) Liability of the CCG to make **initial contributions**

As indicated in the relevant Work Order.

(c) Liability of the Council to make **initial contributions**

As indicated in the relevant Work Order.

(d) When payment is due

As indicated in the relevant Work Order.

22.2 Liability of the Participants to make **regular further contributions** to any **Pooled Fund** of a particular Call-off Partnership

(a) Period covered by each regular further contribution

As indicated in the relevant Work Order.

(b) Liability of the CCG to make **regular further contributions**

As indicated in the relevant Work Order.

(c) Liability of the Council to make **regular further contributions**

As indicated in the relevant Work Order.

(d) When payment is due

As indicated in the relevant Work Order.

22.3 Liability of the Participants to make **ad hoc further contributions** to any **Pooled Fund** of a particular Call-off Partnership **due to any Overspends** from time to time

(a) Definition of an **'Overspend'**

Actual expenditure is greater than planned in the approved budget/contribution to the pooled fund

(b) Liability of the CCG to make **ad hoc further contributions due to any Overspends**

As indicated in the relevant Work Order.

(c) Liability of the Council to make **ad hoc further contributions due to any Overspends**

As indicated in the relevant Work Order.

(d) Whether there are any events or circumstances causing the liability of the CCG (in item (b)) and/or the liability of the Council (in item (c)) to change on a particular occasion

As indicated in the relevant Work Order.

(e) When payment is due

As indicated in the relevant Work Order.

22.4 Arrangements regarding any underspends from time to time

As indicated in the relevant Work Order.

**23. Charging service users**

23.1 Right of **either Participant** to impose any charges on service users for whose benefit any services are provided under a Commissioned Contract

As indicated in the relevant Work Order.  
Only in relation to Council functions.

23.2 Treatment of any charges received by a Participant in the circumstances described in item 23.1

Retained by the Council.

23.3 Right of either Participant to **allow a Relevant Provider under a Commissioned Contract** to impose any charges on service users for whose benefit any services are provided under a Commissioned Contract

It may do so.

23.4 Treatment of any charges received by a Relevant Provider in the circumstances described in item 23.3

Retained by the Relevant Provider.

**24. Rebates, credits, refunds**

24.1 To what this section 24 applies (any of the following)

- Any of the following paid from time to time by a particular Relevant Provider to a Participant in connection with any Commissioned Contract
  - A refund
  - Compensation (whether awarded by a court, under a settlement or otherwise)
  - A rebate
- Proceeds of any insurance claim made by a particular Relevant Provider for the benefit of any Participant in connection with any Commissioned Contract
- A credit given by a particular Relevant Provider to a Participant
- Any other payment similar to those described above.

24.2 How a Participant must deal with any payment or credit described in item 24.1 which that Participant receives in connection with a Commissioned Contract

- (a) If that Participant receives it **before** the end of the relevant Call-off Partnership
- (b) If that Participant receives it **after** the end of the relevant Call-off Partnership

Into the Pooled Fund unless indicated in the relevant Work Order.

Into the Pooled Fund unless indicated in the relevant Work Order.

**25. Interest on late payment**

25.1 What interest accrues on overdue debts or other liabilities owed between the Participants

- In connection with the Framework and any Call-off Partnership
- Whether arising in tort, contract or otherwise
- Regardless of which of them is the debtor or creditor

The relevant debtor shall be obliged to pay interest to the relevant creditor as follows:

- In addition to the relevant principal.
- At the following rate: **4%** per year above the Bank of England base rate at the time (but if the Bank of England base rate falls below 0%, for this purpose it shall be deemed to be 0%).
- To compound monthly from the due date until payment, whether before or after judgement.
- Except to the extent and for as long as the debt or other liability is subject to a genuine dispute which the debtor is using reasonable and genuine efforts to attempt to resolve.

**26. No set off**

26.1 Whether a Participant and its Affiliates have any right of set off, counterclaim, deduction (or the like of any of these) against another Participant and that other Participant's Affiliate in connection with the Framework and/or any Call-off Partnership

- No.
- All such rights (whether arising in law, equity or otherwise) are waived to the fullest extent permitted by Law.

**27. No liens**

27.1 Whether a Participant ('X') has any lien over the property of another Participant and its Affiliates ('Y') in relation to any liabilities which Y owes X in connection with the Partnership

- No.
- These are waived to the fullest extent permitted by Law.

**Reimbursements**

**28. Certain reimbursements**

28.1 From what a Participant is entitled to be reimbursed under this section 28

(a) If a Call-off Partnership has a Pooled Fund

From the Pooled Fund.

(b) If a Call-off Partnership does not have a Pooled Fund

By the Participants in the proportions indicated in the relevant Work Order.

28.2 For what a Participant is entitled to be reimbursed according to item 28.1 in relation to a particular Call-off Partnership

Each of the following to the extent relevant

(a) Payment of charges

- Charges, fees or the like paid by a Participant to a Relevant Provider which that Participant is liable to pay under a Commissioned Contract.
- This only applies if the liability relates to goods, services and/or works supplied by the Relevant Provider **for the collective benefit of the Participants** and not for the **sole benefit** of the relevant Participant with the liability to make the payment.

(b) **Host Participant Remuneration** in relation to a particular Call-off Partnership

Being remuneration of the Host Participant for its staff costs and overhead costs incurred in its activities in carrying out the role of Host Participant of a particular Call-off Partnership

(i) Amount or calculation of the **current** Host Participant Remuneration of a particular Call-off Partnership

Only as indicated in the relevant Work Order.

(ii) How the Host Participant Remuneration of a particular Call-off Partnership changes over time

Only as indicated in the relevant Work Order.

Routine changes, and events resulting in changes

(iii) When the Host Participant becomes entitled to its Host Participant Remuneration

Annually in arrears (on each 31<sup>st</sup> March) unless agreed by the Participants, whether in the Work Order or otherwise.

|   |   |
|---|---|
| <p>(c) Third party expenditure incurred by a Participant in connection with a particular Call-off Partnership</p>   | <p>Only those approved by the Partnership Board as being 'joint expenses' of the Partnership</p> <ul style="list-style-type: none"> <li>• Where the Host Participant incurs the expense with a third party; and</li> <li>• Where that expense is incurred for the joint benefit of the Participants generally.</li> </ul>   |
| <p>(d) For a Participant's Losses resulting from any Claim made or threatened against that Participant separately by a third party where all of the following apply</p> |   |
| <p>(i) About the claimant</p>   | <p>It can be anyone other than</p> <ul style="list-style-type: none"> <li>• Any Affiliate of that Participant; and/or</li> <li>• The other Participant and/or its Affiliate.</li> </ul>   |
| <p>(ii) To what the Claim must relate</p>   | <p>Where the Claim relates to, or is the consequence of, either or both of the following:</p> <ul style="list-style-type: none"> <li>• That Participant's own acts or failures to act (and/or those of X's separate agents) in connection with the relevant Call-off Partnership.</li> <li>• Acts or failures to act by anyone else in activities connected with the Call-off Partnership (e.g. a Relevant Provider etc.).</li> </ul> |
| <p>(iii) Obligations of the relevant Participant if it wishes to claim the reimbursement under item 28.1</p>  | <p>The relevant Participant must be able to demonstrate it has taken reasonable steps to mitigate its relevant Losses for which it seeks reimbursement.</p>   |
| <p>(iv) Exception</p>   | <p>This item (d) does not apply to the extent the act (or failure to act) by the relevant Participant and/or by anyone else is the result of a Deliberate Default of the relevant Participant.</p>  |
| <p>28.3 Whether a Participant's right to reimbursement under this section 28 continues after the end of the relevant Call-off Partnership</p>                           | <p>The right to reimbursement still applies for the benefit of the Participant even if its claim for reimbursement is first made or threatened after the end of the relevant Call-off Partnership.</p>  |

**Partnership Board and governance**

**29. Governance arrangements**

|   |   |
|---|---|
| <p>29.1 Governance arrangements for a particular Call-Off Partnership (e.g. nature of any board arrangements to govern the Call-Off Partnership according to the powers indicated in item 31.1)</p> | <p>As indicated in the relevant Work Order.</p> |
|---|---|

**30. Partnership Board – composition**

|  |   |
|--|---|
| <p>30.1 Number of representatives of each Participant on the Partnership Board</p> | <p>As indicated in the relevant Work Order.</p> |
|--|---|

|   |   |
|---|---|
| <p>30.2 How each Participant appoints its representative on the Partnership Board from time to time</p> | <ul style="list-style-type: none"> <li>• Each Participant may select any individual (as it chooses) to be its representative on the Partnership Board from time to time.</li> <li>• If a Participant's representative is unable to attend Partnership Board meetings or other Call-off Partnership activities for any reason (e.g. illness, holidays, competing work demands, he/she has a personal conflict of interest on a particular matter), the relevant Participant may appoint anyone else to be a temporary replacement. That individual shall be considered a member of the Partnership Board for this temporary period.</li> </ul> |
| <p>30.3 Which Participant is to provide administration support to the Partnership Board</p>             | <p>As indicated in the Work Order of a relevant Call-Off Partnership, unless otherwise decided from time to time by a resolution of the Partnership Board.</p>  |

**31. Partnership Board powers**

|   |  |
|---|--|
| <p>31.1 Powers of the Partnership Board</p> | <p>To manage the affairs generally of the Framework and each Call-off Partnership in place at the time.</p> <p>To make decisions on any matter affecting the Framework and each Call-off Partnership in place at the time, including the Reserved Matters indicated in section 36.</p> |
|---|--|

**32. Partnership Board – resolutions**

|  |  |
|--|--|
| <p>32.1 Number of votes held by each member of the Partnership Board</p> | <p>One each.</p>   |
| <p>32.2 How resolutions the Partnership Board are to be passed</p>       | <p>At least one of the following</p> <ul style="list-style-type: none"> <li>• By a <b>simple majority</b> of votes cast by the Partnership Board members in attendance at a validly called Partnership Board meeting,</li> <li>• By each member of the Partnership Board signing a single document (or across a number of documents) containing the relevant decision, indicating the date and time of his/her signature. The decision is passed when the last member of the Partnership Board signs.</li> </ul> |
| <p>32.3 Consequence of a Partnership Board resolution</p>                | <p>Each Participant is legally bound to comply with it, unless either of the following applies</p> <ul style="list-style-type: none"> <li>• It is later overridden by a later Partnership Board resolution.</li> <li>• Each other Participant agrees in writing that the relevant Participant is not legally bound to comply with the Partnership Board resolution.</li> </ul>   |

**33. Partnership Board meetings**

**33.1 Arrangements regarding regular meetings of the Partnership Board**

To apply unless the members of the Partnership Board (whom the Participants must direct to act reasonably) otherwise agree at the time

|   |  |
|---|--|
| (a) Location  | As indicated in the relevant Work Order. |
| (b) Frequency   | As indicated in the relevant Work Order. |
| (c) Day<br>If not falling on a Business Day, on the next Business Day | As indicated in the relevant Work Order. |
| (d) Time  | As indicated in the relevant Work Order. |

**33.2 Additional meetings**

|  |  |
|--|--|
| (a) Participant responsible for calling additional meetings of the Partnership Board   | As indicated in the relevant Work Order.   |
| (b) Obligations of the Participant indicated in item (a) if the other Participant requests an additional Partnership Board meeting from time to time | That Participant must not unreasonably refuse that request of the other Participant.   |
| (c) How additional meetings are called by the Participant indicated in item (a)  | <ul style="list-style-type: none"> <li>• By written communication to each representative of the other Participant.</li> <li>• No other formalities are required.</li> </ul>  |
| (d) Setting the day, time and location for additional Partnership Board meetings   | The Participant indicated in item (a) shall act reasonably and in good faith in setting the day, time and location of the additional meeting.  |
| (e) Minimum notice period for additional Partnership Board meetings  | <ul style="list-style-type: none"> <li>• At least <b>5 Business Days</b> excluding the day on which the notice is sent and the date of the meeting; or</li> <li>• Such shorter notice agreed in writing by all members of the Partnership Board, at their discretion.</li> </ul> |

**33.3 Quorum for meetings**

|  |   |
|--|---|
| (a) Quorum for meetings of the Partnership Board | As indicated in the relevant Work Order.  |
| (b) Consequence if no quorum is present          | If the quorum of a meeting is not met within <b>30 minutes</b> of the time the meeting was proposed to commence, the meeting shall be cancelled, and items postponed to the next meeting. Urgent items for decision will be dealt with outside of the formal meeting through via e mail approval. |

**33.4 Which Participant's representative on the Partnership Board is to chair the meetings of the Partnership Board**

|  |
|--|
| As indicated in the relevant Work Order. |
|--|

33.5 Eligibility of representatives of a Participant to attend a Partnership Board meeting (or relevant part of it)

Each one is eligible to attend.  
 Exception:

- Where the individual personally has a conflict of interest on a matter which the Partnership Board is considering.
- In this case, the relevant Participant which he/she represents must (if it wishes to be represented at the meeting or part of it) temporarily appoint a replacement in his/her place for the purposes of considering the relevant matter.

33.6 **Observers:** each Participant may send observers to attend Partnership Board meetings, acting reasonably, and subject to all of the following

(a) Conflict of interest

The relevant Participant must not knowingly allow its observer to remain in any part of a meeting where the observer has a conflict of interest on any of the matters under discussion.

(b) Confidentiality

The relevant Participant must ensure the observer is appropriately bound to observe confidentiality obligations to the other Participant and its Affiliates (e.g. in a separate confidentiality agreement, in his/her employment contract, as reasonably required by the other Participant).

(c) Space

The relevant Participant must have reasonable regard to room space when inviting observers.

(d) Voting

The observer is not entitled to vote at a relevant meeting.

(e) Speaking

The observer is not entitled to speak at the relevant meeting, unless permitted by the representatives of the Participants:

- Who are eligible to vote at the meeting; and
- Who are at the meeting.

33.7 Holding meetings of the Partnership Board electronically (e.g. conference calls etc.)

(a) When meetings of the Partnership Board must be held electronically according to this item 33.7

By agreement of the Participants. Neither Participant may refuse the other Participant's request for a meeting to be held this way without good reason.

(b) How electronic meetings are to be held

By any suitable electronic means (e.g. by telephone, videoconferencing, over a computer etc.) where the attendees can hear each other (or where what is said is communicated in another suitable method for the benefit of anyone with impaired hearing).

(c) Consequences if meetings of the Partnership Board which are held electronically under this item 33.7

The individuals taking part in the meeting shall be regarded as if they were physically present for all purposes (e.g. determining whether a quorum is met).

33.8 **General obligations:** each Participant must direct its respective representatives to do the following in relation to meetings of the Partnership Board from time to time

(a) Prepare

To prepare properly for the meeting.

|     |  |   |
|-----|--|---|
| (b) | Attend   | To attend the meeting.  |
| (c) | Absence  | To give advance notice to the chairperson of any absence, where reasonably possible.  |
| (d) | Conflict of interest   | To declare any personal conflict of interest on any matter under consideration from time to time.   |
| (e) | Personnel  | <ul style="list-style-type: none"> <li>To direct its other Personnel to attend parts of meetings where the relevant individual's presence is reasonably required.</li> <li>To direct its Personnel to give appropriate explanations etc. in relation to matters under discussion.</li> </ul>  |
| (f) | Status of minutes of a particular meeting of the Partnership Board | If none of the individuals representing a Participant at the meeting has raised any complaint about the accuracy or completeness of contents of the circulated minutes more than <b>7 days</b> after the minutes are circulated, that Participant shall be deemed to have accepted the minutes as an accurate record of that meeting. |

**Decision making**

**34. Decision making – summary**

34.1 Summary of how decisions are to be made on behalf of the Participants:

In any of the following ways, as relevant

|     |                              |  |
|-----|------------------------------|--|
| (a) | Individual Authority         | By the Host Participant acting alone within its Individual Authority (see section 35).   |
| (b) | Partnership Board resolution | By a Partnership Board resolution (see item 32.2).   |
| (c) | By agreement                 | <ul style="list-style-type: none"> <li>By agreement of the Participants evidenced in writing.</li> <li>This may include (for example) an exchange of e-mails or other correspondence in which each Participant clearly indicates agreement to the decision.</li> </ul> |

**35. Individual Authority**

35.1 Definition of 'Individual Authority'

|   |
|---|
| The authority of a Participant (making decisions or otherwise acting alone) to act or otherwise make decisions  |
| <ul style="list-style-type: none"> <li>For the purposes of a particular Call-off Partnership</li> <li>Without being required to consult the Partnership Board and/or any other Participant</li> <li>As indicated in this section 35.</li> </ul> |

35.2 Consequences of the Host Participant's act within its Individual Authority in relation to the relevant Call-off Partnership

|   |
|---|
| It shall be regarded by the Participants as a valid act of the Host Participant in connection with the Partnership. |
|---|

35.3 Where the Host Participant has Individual Authority to make a decision or to otherwise act in connection with the relevant Call-off Partnership

- In any of the following circumstances
- Each of them to be read independently
- To be read subject to the rest of this section 35

(a) Not Reserved Matter

The decision or other act is on any matter that is not a Reserved Matter for the Partnership Board.

(b) The decision or other act is a Reserved Matter but is carried out in a genuine emergency

Where all of the following conditions are met

(i) What kind of emergency

There is a genuine emergency to which both of the following apply

- It is not caused by any Deliberate Default of the Host Participant.
- If the Host Participant did not carry out the relevant decision or other act, it would create an unreasonable risk of serious adverse consequences for the Partnership (and/or any Participant in connection with the Partnership, including the Host Participant itself).

(ii) Tried to get authorisations

- The Host Participant was unable to obtain the necessary Partnership Board resolution that would otherwise have been required.
- The Host Participant can reasonably demonstrate that it used reasonable endeavours to attempt to do so, where reasonably practicable in the circumstances.

(iii) Informed

The Host Participant has informed each Partnership Board member of its relevant decision or other act no later than **30 days** after that act was completed.

(c) Other authorisations

The decision or other act is a Reserved Matter but is carried out under the express or clearly implied authority of any of the following

- A Partnership Board resolution and/or
- The agreement in writing of the Participants in place at the time.
- Elsewhere in this Framework Agreement.

(d) Deemed authorised

The decision or other act is a Reserved Matter, but the Host Participant is deemed to have Individual Authority under item 35.4.

35.4 The Host Participant's decision or other act is deemed to be within its Individual Authority for the purposes of item 35.3(d) where **all** of the following conditions are met

(a) Member

The Host Participant is still a member of the Partnership at the time that act was carried out.

|                                    |  |
|------------------------------------|--|
| (b) Outside Individual Authority   | None of the other items in item 35.3 applies to give the Host Participant the Individual Authority to carry out that decision or other act (other than item 35.3(d)).  |
| (c) Later accepted or no complaint | At least one of the following applies: <ul style="list-style-type: none"> <li>• The decision or other act is later accepted by Partnership Board resolution or agreement in writing of the Participants; and/or</li> <li>• The other Participant has not raised a complaint about the decision or other act according to item 35.5.</li> </ul> |

35.5 **All** of the following requirements apply if the other Participant ('X') wishes to raise a complaint in relation to the act of the Host Participant for the purposes of item 35.4(c)

|  |  |
|--|--|
| (a) How X raises the complaint                   | In writing to the Partnership Board.   |
| (b) Contents when raising the complaint          | X must describe (in the written communication) the relevant act of which is outside the Host Participant's Individual Authority. |
| (c) Deadline by which X must raise the complaint | No later than <b>30 days</b> after X has been made aware of the relevant act.  |

35.6 Whether any Participant other than the Host Participant has any Individual Authority to act in connection with the Partnerships

Only to the extent authorised by a resolution of the Partnership Board or the written agreement of each Participant.

35.7 The Host Participant does not have Individual Authority to make any decision or carry out any act purportedly on behalf of the Partnership if and to the extent any of the following applies to that Participant's act

- Except to the extent the Participants otherwise lawfully agree in writing
- (each of the following to be read independently)

|  |  |
|--|--|
| (a) Outside scope  | The act is not reasonably incidental to the scope of activity of the relevant Call-off Partnership according to section 10.  |
| (b) Joint  | The act is not intended for the benefit of the Participants collectively.  |
| (c) Breach of Partnership Board resolution or agreement in writing of the Participants | The act is contrary to any Partnership Board resolution or agreement in writing of the Participants in place at the time (excluding trivial and technical breaches). |
| (d) Breach of Framework Agreement  | The act is in breach of this Framework Agreement (excluding trivial and technical breaches).   |

35.8 **Treatment of any liability arising from the act of a Participant ('X') purportedly in connection with the Partnership which is outside that Participant's Individual Authority according to this section 35:** all of the following

- Where relevant
- **If X is the Host Participant:** if that act is a **Default** by X
- Not to exclude other consequences or to limit any person's rights and remedies in relation to that act
- To be read independently; and
- Except to the extent the Participants otherwise lawfully agree in writing

- (a) Who is liable for the liability
- (b) Indemnity
- (c) Whether the Host Participant is entitled to reimbursement for expenses incurred under section 28 in relation that liability
- (d) To what this item 35.8 is subject

|  |  |
|--|--|
|  | It shall be regarded as X's own separate liability.  |
|  | X must indemnify each other Participant for their respective Losses arising as a result of any Claim made or threatened against them respectively in relation to such debt or other liability. |
|  | No.  |
|  | It is subject to item 35.9.  |

35.9 **Extent to which the consequences in item 35.8 apply where the relevant Participant ('X') does not have Individual Authority due to its **unlawful act****

|  |   |
|--|---|
|  | <p>These consequences <b>do not</b> apply to X's act to the extent <b>all</b> of the following apply</p> <ul style="list-style-type: none"> <li>• The unlawful act involves a technical breach of the Law.</li> <li>• It would not be reasonable in the circumstances to have expected X to have done either of the following before carrying out the act: <ul style="list-style-type: none"> <li>- Known of the breach before carrying out the act, or</li> <li>- Taken appropriate legal advice on the matter.</li> </ul> </li> <li>• Either of the following applied before X carried out that act: <ul style="list-style-type: none"> <li>- X had not been given advice to the effect that the act is unlawful; or</li> <li>- X had been given advice from an appropriately qualified person that the act is not unlawful.</li> </ul> </li> </ul> |
|--|---|

35.10 **If a Participant's act is partly within its Individual Authority, and partly outside it**

- (a) If the consequences of the act CAN reasonably be apportioned

|  |  |
|--|--|
|  | The consequences of the act outside that Participant's Individual Authority indicated in item 35.8 shall only apply to that part of the act which is outside the Individual Authority. |
|--|--|

(b) If the consequences of the act CANNOT reasonably be apportioned

The consequences of the act outside that Participant's Individual Authority indicated in item 35.8 shall only apply to the entire act.

**36. Reserved Matters**

36.1 Matters which are reserved for a decision by the Partnership Board or written agreement between the Participants

Each of them is a **Reserved Matter**'

**37. Deadlocks**

37.1 Definition of a **'Deadlock'**

At a meeting of the Partnership Board, there have been an equal number of votes cast in favour of and against a proposed resolution.

37.2 How Deadlocks are to be resolved

- By each Participant escalating the matter to its respective most senior officer (or his/her delegate).
- Each Participant must direct its relevant representative to use reasonable efforts to attempt to resolve the Deadlock promptly and without causing unnecessary disruption or cost for either Participant.

**General property issues****38. Property issues**

38.1 Arrangements regarding any interest in any property acquired by a particular Participant under any Call-off Partnership to which that Participant is a party

(as between the Participants)

(a) In relation to Intellectual Property

It shall belong to the relevant Participant  
That Participant shall grant each other Participant and its Affiliates a licence to use that Intellectual Property.  
The terms of that licence are as follows

- Worldwide, royalty-free, non-exclusive.
- Perpetual from the date the Intellectual Property first belongs to the relevant Participant
- For any use the licensee wishes.
- Capable of assignment or sublicensing without requiring the consent of the licensor Participant.
- The licence shall include the following
  - Any licence which the relevant Participant is granted over arising Intellectual Property in connection with any Call-off Partnership (whether that licence is granted in the Call-off Partnership itself or in a connected licence).
  - Any background Intellectual Property of the licensing Participant on which the relevant Intellectual Property depends.
  - The benefit of any licence which the licensor Participant has to any background Intellectual Property of the Relevant Provider on which the licensed Intellectual Property depends.

(b) In relation to all other property

Such property shall belong that Participant.  
No other Participant shall have any right or interest in that property, except as agreed in writing by the relevant Participants (e.g. under a separate licence agreement).

**General monitoring****39. Keeping Partnership Records**

39.1 What is a 'Partnership Record'

Any record from time to time of any Call-off Partnership held in any form (whether electronic, hard copy or otherwise) including (without limitation) its books of account, minutes of meetings, documents evidencing title to or interests in assets, original deeds or contracts, correspondence, files, invoices and other documents evidencing purchases of goods or services, drawings or the like, documents relating to any application for planning permission or the like, tenant records, insurance certificates, tax and other regulatory records and bank statements.

|  |  |
|--|--|
| <p>39.2 For how long each Participant must keep Partnership Records in its possession</p>  | <ul style="list-style-type: none"> <li>• <b>6 years</b> from the date on which the Partnership Record is first created, or</li> <li>• Such longer or shorter period as required by Law according to the type of Partnership Record.</li> </ul>   |
| <p>39.3 Rights of access of another Participant to the Partnership Records held by a Participant</p> <p>(a) Inspection rights of a Participant</p> <p>(b) When X may make the request described in item (a)</p> <p>(c) Minimum notice X must give Y before the inspection</p> <p>(d) Y's obligations</p> <p>(e) Confidentiality arrangements</p>   | <p>Each Participant ('X') may inspect any Partnership Records in the possession or control of the other Participant ('Y') if requested by X.</p> <p>At any time during the relevant Call-Off Partnership and up to a further <b>6 years</b> after the end of the Call-Off Partnership.</p> <p>At least <b>5 Business Days</b>' prior notice, unless Y agrees to shorter notice.</p> <p>Y must give X's representatives reasonable cooperation in relation to such inspections, including access to relevant premises and Partnership Records, and instructing Y's Personnel to provide reasonable explanations in relation to such Partnership Records.</p> <p>Section 43 applies to the confidentiality obligations of Y in relation to its inspections under this item 39.3.</p> |
| <p><b>40. Relevant Provider monitoring</b></p>   |  |
| <p>40.1 <b>Reports:</b> obligation of a Participant to circulate any monitoring reports it receives from the Relevant Provider in connection with its Call-off Partnerships</p>  | <p>As indicated in the relevant Work Order.</p>  |
| <p>40.2 <b>Monitoring meetings:</b> right of representatives of a Participant to attend monitoring meetings with a Relevant Provider</p>   | <p>As indicated in the relevant Work Order.</p>  |
| <p>40.3 <b>Inspections:</b> right of a Participant (in addition to the Host Participant) to exercise any rights of inspection, audit or the like against any Relevant Provider under a Commissioned Contract</p>   | <p>Each Participant (in addition to the Host Participant) has the right to exercise the right of inspection, audit or the like against any Relevant Provider under the relevant Commissioned Contract.</p>   |
| <p>40.4 <b>Performance and/or statistical data:</b> obligations of each Participant to disclose to the Partnership Board <b>performance and/or statistical data</b> relating to a Call-off Partnership which that Participant has in its possession from time to time</p> <p>Indicate</p> <ul style="list-style-type: none"> <li>• The types of data</li> <li>• The frequency and due date for disclosure</li> <li>• Any particular format in which it must be disclosed.</li> </ul> | <p>As indicated in the relevant Work Order.</p>  |

40.5 **Other information:** other events or circumstances in relation to the Call-off Partnership which a Participant must inform the Partnership Board

The Participant must do so in a timely and open manner on first becoming aware of the event or circumstance

Any situation/ circumstance that would negate the service/providers acceptance on the framework. For example, but not limited to:

- Local Authority Service/provider suspensions
- Loss or suspension of CQC registration

**41. Keeping informed**

41.1 General obligations of each Participant

- Each Participant must keep the other Participant informed of any matters significant to this Framework and/or any one or more Call-off Partnerships.
- That Participant must do so promptly on becoming aware of the matter.

**TUPE**

**42. TUPE**

42.1 Arrangements as between the Participants in relation to any service provision change resulting from the commencement or cessation of any services under a Participant's Call-off Partnership

(for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations (2006) and other relevant law covering the transfer of employees in these circumstances)

Each Participant must make its own arrangements in relation to the transfer of the employment of affected employees in connection with any such service provision change.

Information

43. Confidentiality

43.1 What is Confidential Information of each Participant and/or its Affiliates as a ‘Discloser’ (each of the following to be read independently)

(a) Business activities

Information relevant to its activities generally, including without limitation,

- The Discloser’s operations, strategies, plans, financial arrangements, financial information and third party disputes.
- The Discloser’s Personnel and human resources activities generally,
- The Discloser’s research activities, know-how and trade secrets and Intellectual Property which is not in the public domain.
- The Discloser’s data (including personal data in relation to which it is the data controller or data processor for the purposes of the Data Protection Legislation).
- Details relating to the Discloser’s customers, clients, service users, patients or the like.
- Information relating to any other person to whom the Recipient knows (or reasonably ought to know) the Discloser owes a duty of confidentiality (whether under contract, by Law or otherwise).

(b) Under Commissioned Contract

Information in relation to which either Participant is subject to confidentiality obligations under any Commissioned Contract.

(c) Dispute resolution

Disclosures made in the course of any dispute resolution procedure described in section 56.

43.2 Rules regarding how the information must be disclosed etc to be considered the Discloser’s Confidential Information under this Framework Agreement

(a) How the information must be disclosed or made or available to the Recipient

- In any manner or in any medium (e.g. in writing, verbally, by observation at the Discloser’s premises, contained in any device or material etc.)
- But only in activities reasonably connected with the Partnership.

(b) By whom must the information be disclosed or made available (according to item (a))

It may be disclosed or made available to the Discloser and/or anyone acting on its behalf.

(c) Whether the information must be labelled as ‘confidential’

Not necessary.

43.3 A piece of information of the Discloser is not in any case Confidential Information of the Discloser if any of the following applies to that piece of information at the time

|                             |   |
|-----------------------------|---|
| (a) Public domain           | <ul style="list-style-type: none"> <li>It is in the public domain from time to time</li> <li><b>Exception:</b> as a result of any breach of a duty of confidentiality owed by the Recipient under this Framework Agreement.</li> </ul>  |
| (b) Independently developed | The Recipient can reasonably prove it (or its Affiliates and/or their Personnel) had developed that information independently of its association with the Discloser and/or the Discloser's Affiliates and/or their Personnel.   |
| (c) Independently acquired  | <ul style="list-style-type: none"> <li>The Recipient and/or its Affiliate and/or their respective Personnel receive that information in good faith from a third party in circumstances unconnected with this Framework Agreement.</li> <li><b>Exception:</b> where the Recipient knows or has reasonable grounds to suspect that the third party is in breach of confidentiality obligations owed to the Discloser and/or its Affiliate.</li> </ul> |
| (d) Trivial                 | The information is of a trivial nature.   |

43.4 **The Recipient's obligations:** the Recipient must comply with all of the following obligations in relation to each piece of Confidential Information of the Discloser in the possession of the Recipient from time to time (for the period indicated in item 43.5)

|  |  |
|--|--|
| (a) Non-disclosure<br>(subject to item 43.5) | <p>The Recipient</p> <ul style="list-style-type: none"> <li>Must keep that Confidential Information strictly in confidence, and</li> <li>Must not disclose it or make it available to third parties.</li> </ul>  |
| (b) Not to misuse                            | <ul style="list-style-type: none"> <li>The Recipient must not copy, modify, reverse engineer or otherwise use that Confidential Information for any purpose other than for legitimate purposes connected with the relevant Services.</li> <li>Without limiting the above, the Recipient must not use that Confidential Information to conduct any venture (whether for profit or otherwise) independently of the Discloser.</li> </ul> |
| (c) Not to direct others                     | The Recipient must not direct or assist any person to do anything in breach of the rest of this item 43.4.   |
| (d) Comply with the Law                      | The Recipient must comply with relevant Law in relation to the keeping, disclosure or use of that Confidential Information.  |

43.5 Duration of the Recipient's obligations in item 43.4 in relation to each piece of the Discloser's Confidential Information

Either

- **3 years** from the date on which the relevant Confidential Information was first disclosed; or
- Such longer period required by Law in relation to that piece of Confidential Information.

43.6 **Permitted disclosures:** the Recipient is permitted to disclose or make available any Confidential Information of the Discloser in any of the following circumstances, regardless of item 43.4(a)

(a) Consent

With the prior written consent of the Discloser, subject to the Recipient's compliance with any conditions attached to that consent.

(b) To any of the following

(i) Personnel  
(subject to item 43.7)

To the genuine existing or prospective Personnel of the Recipient and/or its Affiliates.

(ii) Advisors etc.  
(subject to item 43.7)

To the Recipient's genuine existing or prospective advisers, contractors, consultants, agents, insurers, auditors and banks.

(iii) Public body  
(subject to item 43.7)

Any public body authorised to review this Framework Agreement.

(iv) Assignment, novation  
(subject to item 43.7)

Any person to whom the Recipient wishes to make a genuine novation and/or assignment of any part of this Framework Agreement.

(v) Disputes  
(subject to item 43.7)

Relevant third parties engaged for the purpose of resolving disputes under section 56.

(vi) Third parties  
(subject to item 43.7)

Third parties described in item 61.1 for the purpose of advising them of their rights, powers and benefits under this Framework Agreement.

(vii) Required by Law  
(subject to item 43.8)

To the extent the Recipient is required to disclose or make available the Confidential Information by Law, including without limitation:

- A court,
- A regulatory body,
- A law enforcement body,
- A genuine public auditor, the UK Parliament or other genuine public body, or as required under any FOI Act (see section 44).

43.7 Rules regarding the Recipient disclosing (or making available) any Confidential Information of the Discloser to any person indicated in item 43.6

- To the extent indicated in item 43.6 that this item 43.7 applies
- All of the following

(a) Need to know

The Recipient may only disclose (or make available) that Confidential Information to that person

- In good faith.
- On a 'need to know' basis.

(b) Treating unauthorised disclosures etc.

The Discloser may regard any unauthorised disclosure or other misuse of such Confidential Information by any such person as if it were the Recipient's own act.

(c) Separate confidentiality agreement

- The Recipient must require the relevant person to enter into a suitable written confidentiality agreement with the Discloser on reasonable terms.
- But only if requested to do so by the Discloser, acting reasonably and proportionately in the circumstances.

43.8 The Recipient must comply with all of the following if it is compelled by Law to disclose or make available any Confidential Information of the Discloser

(except where disclosure is required under any FOI Act, which is covered in section 44)

(a) Inform

The Recipient must inform the Discloser of the circumstances

- With sufficient detail and accuracy and
- Promptly on becoming aware of the obligation to make the compelled disclosure.

(b) Make person aware

The Recipient must make the person compelling the disclosures aware of the duty of confidentiality owed to the Discloser in relation to the relevant information.

(c) Assist the Discloser to challenge

- The Recipient must provide the Discloser with reasonable and timely assistance on request if the Discloser wishes to challenge the compelled disclosure.
- The Discloser must reimburse the Recipient for the Recipient's reasonable and sufficiently evidenced costs in providing that assistance.

(d) Keep to minimum

The Recipient must keep such disclosures to the minimum it is compelled to disclose or make available.

**44. Freedom of information**

44.1 What are the FOI Acts for the purposes of this section 44

The Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

44.2 **In relation to a Participant ('X')**: the extent to which another Participant ('Y') considers any of its information to be 'commercially sensitive' for the purposes of the FOI Acts

- To the extent indicated by Y to X in writing from time to time.
- This is for indicative purposes only, and is not binding on X

44.3 Obligations of a Participant ('X')

- If X receives any request under any FOI Act intended for another Participant ('Y'); and/or
- If X holds any record on behalf of Y in connection with the Partnership which is relevant to a request made to Y under the FOI Acts

(a) Bring matter to attention (if X receives any request under any FOI Act intended for Y)

X must promptly bring the matter to the attention of Y in sufficient time to allow Y to make the appropriate determinations and (where appropriate) the relevant disclosures.

(b) Assistance

- X must provide Y with reasonable and timely assistance in complying with the request where appropriate.
- To enable Y to comply with the request under the FOI Act in accordance with relevant Law.
- This includes (where relevant and without limitation) supplying Y with records which X holds on its behalf in connection with the Partnership.

(c) Who bears the costs of X in complying with item (b)

Y must reimburse X for its reasonable and sufficiently-evidenced third party costs in complying with X's obligations in item (b).  
Y is not liable to reimburse X for its own internal Personnel time except to the extent X and Y otherwise agree in writing.

(d) Other obligations

X must not respond to that request directly, unless permitted in writing by Y.

44.4 Consequences if a Participant ('X') receives a request for information under any FOI Act involving information of another Participant ('Y') in connection with the Partnership  
(all of the following)

(a) Rights of X

It may make its own determination according to Law as to whether or not to provide that information to the person making the request.

(b) Extent to which X is required to consult etc.

X is not obliged to consult Y or anyone else in relation to that request for information.

(c) Consequence if X does consult Y and/or anyone else

X is not obliged to have regard to the views of Y and/or anyone else.

(d) To what this item 44.4 is subject

It is subject to X's compliance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 to the extent that compliance is permissible and reasonably possible.

45. **Announcements and publicity**

45.1 Restrictions on a Participant making announcements and/or giving publicity in connection with the Partnership  
(e.g. press releases, public circulars, interviews)

The Participant must not do so without the authorisation of the Partnership Board.  
The authorisation of the Partnership Board is not required if the relevant Participant is required to do so by Law.

**46. Data protection**

46.1 Arrangements between the Participants in relation to data protection

(a) If a Participant is to **act as a data processor** for the other Participant in connection with a particular Call-off Partnership  
  
Whether according to the Work Order of the Call-off Partnership, any Partnership Board Resolution or any agreement between the Participants

See schedule 47 for details of the arrangements between the Participants as controller and processor respectively.

(b) Otherwise  
  
In relation to any personal data held by a Participant in connection with a particular Call-off Partnership in relation to which the other Participant **is not** a data processor

- Each Participant is the data controller in relation to that person data.
- Each Participant must comply with the Data Protection Legislation (and the Law generally) in relation to that personal data.

**47. Processing certain Processed Personal Data**

47.1 Purpose of this section 47

To set out the arrangements between the Participants if one Participant is (for the purposes of any Call-off Partnership) processing any personal data in relation to which the other Participant is a data controller.

47.2 Some definitions and interpretation

- (a) **Data Loss Event**
- (b) **Data Protection Impact Assessment**
- (c) **Protective Measures**
- (d) **Processed Personal Data**  
in relation to a Relevant Controller
- (e) **Relevant Controller**  
each of the following in relation to Processed Personal Data where it is the Controller

Any event that causes (or creates an unreasonable risk of causing) any of the following:

- Unauthorised access to any Processed Personal Data then in the possession or control of the Relevant Processor or its Sub-processors in connection with a relevant Call-off Partnership.
- Loss or destruction of Processed Personal Data which puts the Relevant Processor in breach of a particular Call-off Partnership, including any Personal Data Breach.

An assessment by a Relevant Controller of the impact of the Processing of the Processed Personal Data in connection with the relevant Call-Off Partnership on the protection of that Processed Personal Data.

Technical and organisational measures for the purposes of item 47.7.

- Any Personal Data if and for as long as all of the following apply to it
- A Relevant Controller is a Controller according to Law.
  - The Relevant Processor and/or its Sub-processor is a Processor in connection with a particular Call-off Partnership, according to Law.

The relevant Participant who is the Controller of the relevant Processed Personal Data.

|   |  |                            |  |                                 |  |         |   |
|---|--|----------------------------|--|---------------------------------|--|---------|---|
| (f) <b>Relevant Processor</b>   | The relevant Participant who is the Processor of the relevant Processed Personal Data.   |                            |  |                                 |  |         |   |
| (g) <b>Sub-processor</b>  | Any third party (including any contractor of the Relevant Processor) appointed by the Relevant Processor to Process any Processed Personal Data in connection with a particular Call-off Partnership.  |                            |  |                                 |  |         |   |
| (h) <b>Interpretation</b>   | The definitions of ‘ <b>Controller</b> ’, ‘ <b>Processor</b> ’, ‘ <b>Data Subject</b> ’, ‘ <b>Personal Data</b> ’, ‘ <b>Personal Data Breach</b> ’ and ‘ <b>Protection Officer</b> ’ in the GDPR also apply to a particular Call-off Partnership.  |                            |  |                                 |  |         |   |
| 47.3 Roles of the Relevant Controller and the Relevant Processor (for the purposes of the Data Protection Legislation) in relation to any Processed Personal Data which the Relevant Processor is to Process in connection with a particular Call-off Partnership | The Relevant Controller is the Controller and the Relevant Processor is the Processor in relation to the Processed Personal Data.  |                            |  |                                 |  |         |   |
| 47.4 Purposes for which the Relevant Processor and/or its Sub-processors are authorised under a particular Call-off Partnership to Process any Processed Personal Data<br>(and <b>not</b> for other purposes)   | <p>Any of the following</p> <ul style="list-style-type: none"> <li>• For purposes genuinely connected with the relevant Call-off Partnership.</li> <li>• As agreed by the Relevant Controller, in writing.</li> <li>• To meet any obligation of the Relevant Processor and/or the Sub-processor under the Law, particularly the Data Protection Legislation.</li> </ul>  |                            |  |                                 |  |         |   |
| 47.5 Paramount obligation of the Relevant Controller and the Relevant Processor in relation to Processed Personal Data of the Relevant Controller   | <ul style="list-style-type: none"> <li>• Each of them must comply with their respective obligations under the Law, particularly the Data Protection Legislation in relation to Processed Personal Data of the Relevant Controller.</li> <li>• This overrides anything to the contrary elsewhere in this Framework Agreement and/or in the contractual terms of the relevant Call-off Partnership.</li> </ul>   |                            |  |                                 |  |         |   |
| 47.6 The Relevant Processor must comply with all of the following if and for as long as it (or its Sub-processor) Processes any Processed Personal Data in connection with a particular Call-off Partnership<br>(whichever imposes the highest standard)          | <table border="1"> <tr> <td data-bbox="204 1429 547 1458">(a) Policies, instructions</td> <td data-bbox="807 1429 1497 1552">Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data.</td> </tr> <tr> <td data-bbox="204 1574 635 1603">(b) Relevant Processor’s policy</td> <td data-bbox="807 1574 1497 1641">The Relevant Processor’s own relevant policies in place from time to time.</td> </tr> <tr> <td data-bbox="204 1659 352 1688">(c) Law</td> <td data-bbox="807 1659 1497 1859"> <ul style="list-style-type: none"> <li>• In any case, relevant Law, particularly the Data Protection Legislation, including where relevant all of the data protection principles indicated in the Data Protection Legislation.</li> <li>• This overrides any other obligation elsewhere in this section 47 to the extent of any inconsistency.</li> </ul> </td> </tr> </table> | (a) Policies, instructions | Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data. | (b) Relevant Processor’s policy | The Relevant Processor’s own relevant policies in place from time to time. | (c) Law | <ul style="list-style-type: none"> <li>• In any case, relevant Law, particularly the Data Protection Legislation, including where relevant all of the data protection principles indicated in the Data Protection Legislation.</li> <li>• This overrides any other obligation elsewhere in this section 47 to the extent of any inconsistency.</li> </ul> |
| (a) Policies, instructions  | Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data.   |                            |  |                                 |  |         |   |
| (b) Relevant Processor’s policy   | The Relevant Processor’s own relevant policies in place from time to time.   |                            |  |                                 |  |         |   |
| (c) Law   | <ul style="list-style-type: none"> <li>• In any case, relevant Law, particularly the Data Protection Legislation, including where relevant all of the data protection principles indicated in the Data Protection Legislation.</li> <li>• This overrides any other obligation elsewhere in this section 47 to the extent of any inconsistency.</li> </ul>  |                            |  |                                 |  |         |   |

47.7 Obligations of the Relevant Processor in relation to **Protective Measures**

- The Relevant Processor must have Protective Measures in place to Process the Processed Personal Data in connection with a particular Call-off Partnership which are appropriate to the processing of Processed Personal Data by the Relevant Processor or its Sub-processor
- Those Protective Measures must be appropriate to the risks to that Processing of any serious adverse consequences to the relevant Processed Personal Data, including unlawful access, unlawful Processing, accidental loss, modification or destruction.
- Such Protective Measures may include the following (for example and where relevant):
  - Encrypting and pseudonymising the Processed Personal Data.
  - Ensuring confidentiality, integrity, availability and resilience of systems and services
  - Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
  - Regularly testing and evaluation of the relevant security measures.

47.8 **Obligation to inform:** the Relevant Processor must inform the Relevant Controller of any of the following events or circumstances in relation to any Processed Personal Data which the Relevant Processor is the Processor in connection with a particular Call-off Partnership

- The Relevant Processor must do so promptly on first becoming aware of the event or circumstance
- But only to the extent it is lawful for the Relevant Processor to do so

- (a) Requests, complaints or other communication
- (b) Unauthorised access
- (c) Data Loss Event
- (d) Breach

|  |  |
|--|--|
|  | As indicated in item 47.18 in relation to certain requests, complaints and other communications.   |
|  | Any incident of unauthorised access to that Processed Personal Data.   |
|  | A Data Loss Event in relation to the relevant Processed Personal Data.   |
|  | Any incident of Processing of that Processed Personal Data that is materially in breach of any of the following <ul style="list-style-type: none"> <li>• The contractual terms of a relevant Call-off Partnership.</li> <li>• The Data Protection Legislation and/or any other Law.</li> <li>• This obligation is not required if the Relevant Processor is not permitted by Law to inform the Relevant Controller.</li> </ul> |

47.9 In relation to the Relevant Processor's obligation **to inform** the Relevant Controller about any event or circumstance described in item (b) and/or in item (c) and/or in item (d) if it occurs or arises

(a) Deadline by which the Relevant Processor must inform the Relevant Controller

The earliest of the following:

- **If there is any deadline on the Relevant Processor to inform the Relevant Controller according to Law (particularly the Data Protection Legislation):** by that deadline.
- **If there is any deadline on the Relevant Controller to respond to the relevant event of circumstance according to Law (particularly the Data Protection Legislation):** no later than **5 days** before the Relevant Controller's deadline.
- **Otherwise:** promptly (and in any case not more than **5 days**) after the Relevant Processor first becomes aware of the event or circumstance.

(b) Information the Relevant Processor must provide the Relevant Controller (all of the following to the extent relevant)

- A reasonable description of the relevant event or circumstance.
- The number of Data Subjects affected.
- How the Relevant Controller can obtain further information (e.g. a contact person within the organisation of the Relevant Processor or the Sub-processor).
- The likely consequences of the relevant event or circumstance
- The measures the Relevant Processor or the Sub-processor has taken (and/or proposes to take) in response to the event or circumstance to mitigate the harm to the Processed Personal Data and/or to the relevant Data Subjects and/or the Relevant Controller.

(c) Further obligations of the Relevant Processor in relation to its obligations to inform the Relevant Controller under this item 47.9

- The Relevant Processor must also provide appropriate Personnel of the Relevant Controller **with further relevant information on the relevant events or circumstances in phases** as details become available.
- The Relevant Processor must do so promptly on becoming aware of the relevant information

47.10 Other obligations of the Relevant Processor if any of the events or circumstances described in item 47.8(b) and/or in item 47.8(c) and/or in item 47.8(d) occurs or arises in relation to any Processed Personal Data which the Relevant Processor is the Processor in connection with a particular Call-off Partnership (all of the following to the extent relevant)

(a) Assist

The Relevant Processor must provide the Relevant Controller with reasonable assistance in relation to the Relevant Controller's response to the relevant event or circumstance.

(b) Preventative steps

The Relevant Processor must take appropriate steps (having reasonable regard to the views of the Relevant Controller) to reduce the reoccurrence of the relevant event or circumstance.

|       |   |  |
|-------|---|--|
| (c)   | Non-disclosure  | <p>The Relevant Processor must not disclose any information about the relevant event or circumstance to a Data Subject, the Information Commissioner (or other regulatory or law enforcement body) or anyone else except to the extent:</p> <ul style="list-style-type: none"> <li>• The Relevant Controller permits the disclosure in writing.</li> <li>• The disclosure is to the Relevant Controller or its other authorised agents.</li> <li>• The Relevant Processor is required to make that disclosure by Law.</li> </ul>   |
| (d)   | If notification of the relevant event or circumstance is required under the Data Protection Legislation         | <p>The Relevant Processor must do the following</p> <ul style="list-style-type: none"> <li>• Give the Relevant Controller reasonable assistance in preparing that notification.</li> <li>• Reimburse the Relevant Controller for its reasonable and sufficiently-evidenced costs in giving that notification. The Relevant Processor must do so no later than <b>30 days</b> after the Relevant Controller's written demand.</li> </ul> <p><b>Exception where the Relevant Processor is not obliged to comply with the above obligations:</b> where the relevant event or circumstance is substantially caused by the negligence or deliberate misconduct of the Relevant Controller and/or its separate agents.</p> |
| (e)   | Investigate   | <p>The Relevant Processor must investigate the relevant event or circumstance.</p>   |
| (f)   | Mitigate harm   | <ul style="list-style-type: none"> <li>• The Relevant Processor must take reasonable action (within its reasonable power and in accordance with the Relevant Controller's reasonable instructions) to mitigate the harm the relevant event or circumstance may cause to the relevant Data Subjects and/or the Relevant Controller.</li> <li>• The Relevant Processor must keep records of any such action which it takes.</li> </ul>   |
| (g)   | No offer of remedy  | <p>The Relevant Processor must not offer any remedy to any Data Subject in relation to the relevant event or circumstance without the Relevant Controller's prior written consent.</p>   |
| (h)   | Comply with Law   | <p>In any case, the Relevant Processor must comply with the Data Protection Legislation and the Law generally in its response to the relevant event or circumstance.</p>   |
| 47.11 | How the Relevant Processor must inform the Relevant Controller if required to do so anywhere in this section 47 | <p>As directed by the Relevant Controller from time to time, acting reasonably.</p>  |

|   |  |  |   |  |  |                                     |  |                            |   |
|---|--|--|---|--|--|-------------------------------------|--|----------------------------|---|
| <p>47.12 Assistance which the Relevant Processor must give the Relevant Controller in relation to the Processed Personal Data</p>   | <p>The Relevant Processor must give the Relevant Controller <b>reasonable assistance</b> to for any of the following purposes</p> <ul style="list-style-type: none"> <li>• To enable the Relevant Controller to meet its obligations in relation to the Processed Personal Data under Law, particularly the Data Protection Legislation.</li> <li>• To enable the Relevant Controller to respond to any <b>request, complaint or other communication</b> received by the Relevant Controller and/or the Relevant Processor relating to the Processing of the Processed Personal Data by the Relevant Processor and/or its Sub-processor. This request, complaint or other communication may come from <ul style="list-style-type: none"> <li>- The relevant Data Subject; and/or</li> <li>- The Information Commissioner or other regulatory or law enforcement body.</li> <li>- Any person not described above who is entitled by Law to a response to its request, complaint or other communication.</li> </ul> </li> </ul>  |  |   |  |  |                                     |  |                            |   |
| <p>47.13 When the Relevant Processor must give the Relevant Controller the assistance described in item 47.12</p>   | <ul style="list-style-type: none"> <li>• In a timely manner on the Relevant Controller's reasonable request having regard to the circumstances (e.g. any deadlines imposed on the Relevant Controller by Law).</li> <li>• The Relevant Processor is only required to provide that assistance if the Relevant Controller has made the request for at least one of the purposes indicated in item 47.12.</li> </ul>  |  |   |  |  |                                     |  |                            |   |
| <p>47.14 How the Relevant Processor's costs in providing the assistance described in item 47.12 are to be met</p>   | <p>The Relevant Controller must reimburse the Relevant Processor for the Relevant Processor's <b>reasonable and sufficiently evidenced</b> costs in providing that assistance.</p>   |  |   |  |  |                                     |  |                            |   |
| <p>47.15 Examples of assistance which the Relevant Processor must provide for the purposes of item 47.12</p> <ul style="list-style-type: none"> <li>• Each of the following</li> <li>• In relation to any Processed Personal Data which the Relevant Processor and/or its Sub-processor is then Processing for the purposes of a particular Call-off Partnership</li> <li>• To the extent relevant in the circumstances</li> <li>• Not an exhaustive list of the assistance the Relevant Processor must provide for the purposes of item 47.12</li> </ul> | <table border="1"> <tr> <td data-bbox="204 1668 778 1736"> <p>(a) Supplying Processed Personal Data</p> </td> <td data-bbox="810 1668 1497 1736"> <p>Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.</p> </td> </tr> <tr> <td data-bbox="204 1751 778 1818"> <p>(b) Requests, complaints or other communication</p> </td> <td data-bbox="810 1751 1497 1818"> <p>As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.</p> </td> </tr> <tr> <td data-bbox="204 1863 778 1908"> <p>(c) Assessment of operations</p> </td> <td data-bbox="810 1863 1497 1953"> <p>Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.</p> </td> </tr> <tr> <td data-bbox="204 1975 778 2020"> <p>(d) Risk assessment</p> </td> <td data-bbox="810 1975 1497 2042"> <p>Providing a risk assessment in relation to the rights and freedoms of Data Subjects.</p> </td> </tr> </table> | <p>(a) Supplying Processed Personal Data</p> | <p>Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.</p> | <p>(b) Requests, complaints or other communication</p> | <p>As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.</p> | <p>(c) Assessment of operations</p> | <p>Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.</p> | <p>(d) Risk assessment</p> | <p>Providing a risk assessment in relation to the rights and freedoms of Data Subjects.</p> |
| <p>(a) Supplying Processed Personal Data</p>  | <p>Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.</p>  |  |   |  |  |                                     |  |                            |   |
| <p>(b) Requests, complaints or other communication</p>  | <p>As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.</p>   |  |   |  |  |                                     |  |                            |   |
| <p>(c) Assessment of operations</p>   | <p>Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.</p>   |  |   |  |  |                                     |  |                            |   |
| <p>(d) Risk assessment</p>  | <p>Providing a risk assessment in relation to the rights and freedoms of Data Subjects.</p>  |  |   |  |  |                                     |  |                            |   |

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| (e) Data Loss Event  | Providing the Relevant Controller with reasonable assistance following any Data Loss Event relating to the Processed Personal Data.   |
| (f) Information Commissioner   | <p>Providing the Relevant Controller with reasonable assistance as requested by the Relevant Controller with respect to any of the following insofar as it relates to the Processed Personal Data</p> <ul style="list-style-type: none"> <li>• Any request from the Information Commissioner (or other regulatory body exercising its functions as such)</li> <li>• Any consultation by the Relevant Controller with the Information Commissioner (or other regulatory body exercising its functions as such).</li> </ul> |
| 47.16 <b>Queries:</b> the Relevant Processor's obligations in relation to any <b>query</b> which the Relevant Controller raises from time to time in relation to any Processed Personal Data | <ul style="list-style-type: none"> <li>• The Relevant Processor must respond to that query in a prompt and proper manner.</li> <li>• The Relevant Processor must do so at the Relevant Processor's own cost.</li> </ul>   |
| 47.17 Obligation of the Relevant Processor to assist the Relevant Controller in preparing any <b>Data Protection Impact Assessment</b>   | <ul style="list-style-type: none"> <li>• The Relevant Processor must provide the Relevant Controller with reasonable assistance when the Relevant Controller prepares any Data Protection Impact Assessment prior to the Relevant Processor (or its Sub-processor) commencing any Processing of any Processed Personal Data in connection with a particular Call-off Partnership.</li> <li>• But only in relation to those parts of the Data Protection Impact Assessment relevant to that Processing.</li> </ul>         |

47.18 **Requests, complaints, communications:** the Relevant Processor must comply with all of the following obligations:

- In relation to any request complaint or other communication which the Relevant Processor or its Sub-processor receives in connection with any Processed Personal Data
- In connection with the Processed Personal Data
- Whether relating to the obligations of the Relevant Controller, the Relevant Processor and/or the Sub-processor
- Including those from any of the following
  - A Data Subject (e.g. an access request, a request to rectify)
  - The Information Commissioner and/or any other regulatory or law enforcement body.
  - Any other person entitled to a response by Law.

(a) **Obligation to inform**

- The Relevant Processor must inform the Relevant Controller of the request complaint or other communication relevant matter In a prompt manner, and in any case no later than **2 Business Days** (or any shorter deadline as required by the Data Protection Legislation) after the Relevant Processor first receives the relevant request., complaint or other communication.
- But only to the extent it is lawful for the Relevant Processor to do so.

(b) **Obligation to cooperate:** the Relevant Processor must provide the Relevant Controller with reasonable and timely cooperation in relation to the request, complaint or other communication relating to any Processed Personal Data including the following

This cooperation may include any of the following (for example and where relevant)

(i) Providing copies

The Relevant Processor must provide the Relevant Controller with full copies of the relevant request, complaint or other communication.

(ii) If it is an access request

The Relevant Processor must either:

- Comply with the access request according to deadlines required by Law; or
- Assist the Relevant Controller to do so

As requested in writing by the Relevant Controller.

(iii) Instructions

The Relevant Processor must comply with reasonable and relevant instructions of authorised representatives of the Relevant Controller in responding to the relevant request, complaint or other communication.

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| <p>(iv) Supply the Processed Personal Data</p>  | <p>If requested by the Relevant Controller, the Relevant Processor must supply the Relevant Controller with relevant Processed Personal Data to which the request, complaint or other communication relates, to enable the Relevant Controller to respond to the relevant request, complaint or other communication.</p>   |
| <p>47.19 Liability of the Relevant Controller to make any additional payment to the Relevant Processor in return for the Relevant Processor providing the cooperation described in item (b)</p> |  |
| <p>47.20 Obligations of the Relevant Processor in <b>transferring</b> any Processed Personal Data</p>   | <p>The Relevant Processor must not host or otherwise transfer any Processed Personal Data <b>outside of the European Economic Area</b> (or the area comprising the United Kingdom and the European Economic Area, if the United Kingdom is not in the European Economic Area at the time) unless <b>both</b> of the following apply:</p> <ul style="list-style-type: none"> <li>• The Relevant Processor has the written consent of the Relevant Controller.</li> <li>• <b>All</b> of the conditions in item 47.21 are met.</li> </ul>   |
| <p>47.21 Conditions for the purposes of item 47.20 (all of these must be met)</p>   |  |
| <p>(a) Safeguards</p>   | <p>The Relevant Controller and/or the Relevant Processor and/or its Sub-processor has provided appropriate safeguards in relation to the transfer as decided by the Relevant Controller, whether in accordance with GDPR Article 46 or Article 37 of Law Enforcement Directive (Directive (EU) 2016/680).</p>  |
| <p>(b) Obligations under the Data Protection Legislation</p>  | <p>The Relevant Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Processed Personal Data that is hosted or otherwise transferred.</p>   |
| <p>(c) Rights for the Data Subject</p>  | <p>The Data Subject has enforceable rights and effective legal remedies which are enforceable and effective in relation to the Processed Personal Data which is hosted or otherwise transferred.</p>   |
| <p>(d) Standard clauses</p>   | <p>If requested by the Relevant Controller in writing, the Relevant Processor (or Sub-processor where relevant) has become legally bound (in favour of the Relevant Controller and its Affiliates) to</p> <ul style="list-style-type: none"> <li>• The standard contractual clauses applicable to the hosting or other transfer of Personal Data between Controllers and Processors as set out in the European Commission decision of February 5, 2010 (C (2010) 593), as amended; or</li> <li>• Such other contractual clauses approved by the Relevant Controller (such approval not to be unreasonably withheld where these other contractual clauses provide at least equivalent protection to the Processed Personal Data.</li> </ul> |

47.22 The Relevant Processor must comply with all of the following obligations in relation to each of its (and/or its Sub-processor's) **Personnel**

- In relation to the individual's **access to, or his/her involvement in, the Processing of, any Processed Personal Data** in connection with a particular Call-off Partnership

- (all of the following)

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| (a) Level of access   | The Relevant Processor may only give the relevant individual access to the Processed Personal Data if he/she has a genuine 'need to know' for the purposes of carrying out his/her duties.   |
| (b) How they Process  | The Relevant Processor must ensure the relevant individual does not do anything to cause the Relevant Processor to breach the contractual terms of a particular Call-off Partnership and/or (in any case) the Law.   |
| (c) Understanding of obligations  | The Relevant Processor must use reasonable endeavours to ensure the individual understands and complies with the Relevant Processor's obligations under the contractual terms of a particular Call-off Partnership and under the Law in relation to the Processing of the Processed Personal Data.   |
| (d) Training  | The Relevant Processor must ensure that the individual has undertaken adequate training in the requirements of the Law and the Relevant Processor's policies and procedures in the Processing of the relevant Processed Personal Data.   |
| (e) If Processing of the Processed Personal Data involves the Relevant Processor having direct access to any electronic system of the Relevant Controller | <p>The Relevant Processor must comply with all of the following to the extent requested to do so in writing by the Relevant Controller, acting reasonably:</p> <ul style="list-style-type: none"> <li>• The Relevant Processor must make relevant Personnel the Relevant Processor expects to have access to such system from time to time in connection with the Services undergoes any training supplied by the Relevant Controller in relation to the access and use of the system.</li> <li>• The Relevant Processor must not give such access to such system to any Personnel who has not completed that training to the reasonable satisfaction of the Relevant Controller.</li> </ul> |
| (f) Confidentiality undertakings  | The Relevant Processor must ensure the individual has given <b>legally binding confidentiality obligations</b> to the Relevant Processor or relevant Sub-processor, as relevant (e.g. under his/her contract of employment) <b>which are sufficient to protect the confidentiality of the Processed Personal Data.</b>   |
| (g) Informed of confidential nature   | <p>The Relevant Processor must ensure all of the following</p> <ul style="list-style-type: none"> <li>• That the individual has been informed of the confidential nature of the Processed Personal Data.</li> <li>• That the individual has undertaken adequate training in the use, care, protection and handling (or the like of any of these) of the relevant Processed Personal Data.</li> </ul>   |

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| (h) Not to breach confidentiality                          | <p>The Relevant Processor must ensure the individual does not disclose or publish (or the like of any of these) any of the relevant Processed Personal Data to any third party except to the extent:</p> <ul style="list-style-type: none"> <li>• Permitted elsewhere in the terms of a particular Call-off Partnership.</li> <li>• Required by Law.</li> <li>• Instructed by appropriate Personnel of the Relevant Controller.</li> </ul>  |
| (i) Removal  | <p>The Relevant Processor must promptly discontinue a member of its Personnel's access to, and/or involvement in, the Processing of, any Processed Personal Data if</p> <ul style="list-style-type: none"> <li>• The Relevant Processor is aware of circumstances that reasonably indicate that the individual is not a fit and proper person to have such access and/or involvement; and/or</li> <li>• The Relevant Controller requires the Relevant Processor to discontinue that individual's access or involvement in that Processing where either of them first becomes aware of those circumstances.</li> </ul>   |
| 47.23 Record keeping obligations of the Relevant Processor | <ul style="list-style-type: none"> <li>• The Relevant Processor must keep complete and accurate records and information to demonstrate its compliance with this section 47.</li> <li>• This is subject to the exemptions in item 47.24.</li> </ul>  |
| 47.24 Exemptions to item 47.23                             | <p>The Relevant Processor is not obliged to comply with item 47.23 if from time to time the Relevant Processor employs fewer than 250 employees</p> <p><b>Exception where the Relevant Processor is required to comply with item 47.23 if even if it has fewer than 250 employees:</b> if the Relevant Controller (or the Relevant Controller on its behalf if it is not the Relevant Controller in relation to the Processed Personal Data) concludes (acting reasonably) that <b>all of the following</b> applies</p> <ul style="list-style-type: none"> <li>• The Processing of the relevant Processed Personal Data is not occasional.</li> <li>• The relevant Processed Personal Data includes any of the following <ul style="list-style-type: none"> <li>- Special categories of data as referred to in Article 9(1) of the GDPR.</li> <li>- Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR.</li> <li>- The Processing of the relevant Processed Personal Data is likely to result in a substantial risk to the rights and freedoms of relevant Data Subjects.</li> </ul> </li> </ul> |

47.25 Inspection and audit rights of the Relevant Controller (and obligations of the Relevant Processor)

- In relation to the Processing of any Processed Personal Data in connection with the relevant Call-Off Partnership
- In relation to which the Relevant Controller is the Controller and the Relevant Processor is the Processor

(a) Main obligations of the Relevant Processor

It must do all of the following for the purposes indicated in item (d)

- Give the Relevant Controller and/or its Personnel and/or other agents appropriate access to relevant premises, records, systems, and equipment (and the like of any these).
- Direct the Relevant Processor’s relevant Personnel to give the Relevant Controller and/or its authorised agents materially sufficient and materially accurate explanations of the relevant premises, records, systems, and equipment (and the like of any these) under inspection.

(b) When the Relevant Processor must comply with its obligations in item (a)

Promptly on the Relevant Controller’s written request.

(c) Purposes for item (a)

To enable the Relevant Controller to verify the Relevant Processor’s compliance with the following in relation to its Processing of the Processed Personal Data:

- The Data Protection Legislation and the Law generally; and
- This Framework Agreement, particularly this section 47.

(d) Purposes for item (a)

To enable the Relevant Controller to verify the Relevant Processor’s compliance with the following in relation to its Processing of the Processed Personal Data:

- The Data Protection Legislation and the Law generally; and
- This Framework Agreement, particularly this section 47; and
- The terms of a relevant Call-Off Contract.

(e) Confidentiality

The Relevant Processor may (acting reasonably and in good faith) request the Relevant Controller to give the Relevant Processor

- Legally binding written confidentiality obligations
- On reasonable terms
  - To be given by the Personnel and/or other agents appointed by the Relevant Controller to carry out the inspection on the Relevant Controller's behalf under this item 47.25.
  - For the benefit of the Relevant Processor, its Sub-processors and their respective Affiliates
- The Relevant Processor may delay complying with item (a) until the Relevant Controller has properly complied with the above request.
- This does not in itself limit the Relevant Controller's obligations (if any) in relation to the Confidential Information of the Relevant Processor under section 47.
- If any such Personnel and/or other agent of the Relevant Contractor
  - Does any act in relation to information obtained in the course of the inspection under this item 47.25.
  - Where that act would breach section 43 if that act were done directly by the Relevant Controller,

the Relevant Processor may treat that act as if it were done by the Relevant Controller directly.

47.26 **Processing by Sub-processors:** the Relevant Processor must do the following if its directly or indirectly appointed Sub-processor Processes any relevant Processed Personal Data in connection with a particular Call-off Partnership (not to limit the Relevant Processor's obligations in relation to such Sub-processor generally)

(a) Consents of the Relevant Controller

- The Relevant Processor must not appoint a Sub-processor without the prior written consent of the Relevant Controller.
- The Relevant Controller must not unreasonably withhold that consent.

(b) Reasonable grounds to refuse consent under item (a)

- If and for as long as any of the following apply
- The Sub-processor is not legally bound to obligations to the Relevant Processor which are at least as onerous to the Sub-processor as those in this section 47 are to the Relevant Processor.
  - The Relevant Controller has reasonable grounds to believe (having been given a reasonable opportunity to check) that the Sub-processor's Protective Measures are not adequate.

(c) Ensure compliance

The Relevant Processor must ensure the Sub-processor's compliance with relevant obligations under this section 47 in connection with the Sub-processor's Processing of the relevant Processed Personal Data.

47.27 Delete or return

- The Relevant Processor must do any of the following in relation to any particular Processed Personal Data in relation to which the Relevant Processor is the Processor in connection with a particular Call-off Partnership
  - Delete it
  - Return it (including copies) to the Relevant Controller.
- The Relevant Processor must do so
  - Promptly on the Relevant Controller’s request (to be made when the Relevant Processor has no further need to retain that Processed Personal Data for the purpose of a particular Call-off Partnership); or
  - In any case promptly on the final discontinuation the relevant Call-off Partnership, unless similar activities are to continue under a new contract
- **Exception:** this obligation does not apply to the extent the Relevant Processor or its Sub-processor is required by Law to retain the relevant Processed Personal Data.

47.28 Restrictions on modification

- The Relevant Processor must not modify any of the Processed Personal Data except to the extent:
- The Relevant Processor is required by Law to do so.
  - The Relevant Processor is permitted or required elsewhere in this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership to do so.
  - The Relevant Controller permits or requires the Relevant Processor to do so.

47.29 Suspension of Processing

- The Relevant Processor must promptly suspend (and must require its Sub-processor to promptly suspend, where relevant) the Processing of any Processed Personal Data if the Relevant Controller requests the Relevant Processor to do so in writing.
- The Relevant Controller may only make that request if the Relevant Controller has reasonable grounds to believe there is a substantial risk of the Relevant Processor and/or its Sub-processor Processing any of the Processed Personal Data in breach of the terms of a particular Call-off Partnership, and in any case, in breach of the Data Protection Legislation and/or the Law generally.

47.30 In relation to an Claim made or threatened against the Relevant Controller and/or its Affiliate In connection with any one or more of the following in relation to any Processed Personal Data in the possession or control of the Relevant Processor in connection with a particular Call-off Partnership:

- Its loss, and/or
- Its misuse, and/or
- Any unauthorised access to it.

- The Participants shall bear the Losses as follows:
- From any Pooled Fund
  - **If there is no Pooled Fund or to the extent the Pooled Fund is insufficient:** by the Participants according to the same proportions as they would be required to contribute to an Overspend.

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| <p>47.31 Whether this section 47 limits the confidentiality obligations (if any) owed by the Relevant Processor under a this Framework Agreement (see especially, section 43) and/or under the terms of a particular Call-off Partnership</p> | <p>No.</p>  |
| <p>47.32 Duration of the rights and obligations (or the like of any of these) of the Relevant Controller and the Relevant Processor under this section 47</p>   | <ul style="list-style-type: none"> <li>• Those rights and obligations (or the like of any of these) continue for as long as the Relevant Processor and/or Its Sub-processor continues to Process any Processed Personal Data of the Relevant Controller in connection with a particular Call-off Partnership.</li> <li>• This applies even if the Relevant Processor is no longer carrying on any activities in connection with a particular Call-off Partnership (e.g. after the termination of a particular Call-off Partnership).</li> </ul> |

**Liability issues**

**48. Promises about success of Call-off Partnership**

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| <p>48.1 Promises given by any Participant to another Participant about the success of any Call-off Partnership and/or the Partnership generally (e.g. any benefits etc.)</p> | <p>None given.</p> |
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**49. Liability for Functions**

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| <p>49.1 Whether this Framework Agreement and/or any Call-off Partnership in itself affects the liability of a Participant to third parties (e.g. to client groups, to the public generally) in relation to the exercise of its functions.</p> | <p>No.</p> |
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**50. Uncontrollable Circumstances**

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| <p>50.1 What are 'Uncontrollable Circumstances' in relation to the activities of a Participant ('X') in relation to this Framework Agreement and each Call-off Partnership (effectively 'force majeure' events)</p> | <p>Any event or circumstance to which all of the following apply:</p> <ul style="list-style-type: none"> <li>• It is outside X's reasonable control; and</li> <li>• It genuinely prevents X from carrying out its obligations in relation to this Framework Agreement and/or a Call-off Partnership.</li> </ul> |
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50.2 **Suspension:** the following apply to the **right or obligation** of X to suspend obligations under this Framework Agreement or a Call-off Partnership as a result of relevant Uncontrollable Circumstances

(a) Obligation to communicate

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| <p>X must communicate its intention to suspend carrying out such obligations as follows</p> <ul style="list-style-type: none"> <li>• To the other Participant's Representative or (in any emergency) other suitable Personnel of the other Participant; and</li> <li>• In writing where reasonably possible.</li> </ul> |
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(b) Keeping informed

X must keep the other Participant informed in a proper and timely manner of significant events or circumstances in relevant to the suspension of the relevant obligations.

(c) Resumption

X must resume the relevant activities promptly when it is no longer substantially and directly prevented from doing so under the relevant Uncontrollable Circumstance.

50.3 Consequences if X suspends its obligations according to item 50.2

- All of the following
- As relevant
- To be read independently

(a) Right to relief

X shall be relieved of liability (all of the following)

- To any person with rights under this Framework Agreement
- For failing to carry out any of its obligations under this Framework Agreement
- To the extent those obligations are suspended under item 50.2.

(b) Consequences for the contributions which either Participant is required to make in relation to the Call-off Partnership if X's activities are disrupted due to any Uncontrollable Circumstance

Unaffected.

(c) **Right to take certain steps:** the other Participant shall not unreasonably refuse a proposal from X to take certain steps if X's proposal meets all of the following requirements

(i) How the proposal must be made

- In writing.
- Communicated to the other Participant's Representative.

(ii) Steps that may be proposed

The other Participant and X agreeing to amendments to this Framework Agreement, including (for example and where relevant) amendments relating to any of the following to take account of the relevant Uncontrollable Circumstance:

- Extending any deadlines of X in connection with the Services.
- Changing to the financial arrangements between the parties under this Framework Agreement (e.g. increasing any amounts payable by the other Participant to X).
- Changing the Specification and/or X Proposal (whether temporarily or permanently) to reduce the burden of X.

(iii) Requirements of the proposal

- It must be reasonable and proportionate.
- In preparing the proposal, X must have proper regard to the extent to which the suspension of activities as a result of the relevant Uncontrollable Circumstance affected X's ability to carry out its obligations.

**51. Caps on a Participant’s liability**

51.1 Cap on the liability of a Participant to other Participants for liabilities described in item 51.3

That Participant’s liability to each other Participant is capped to **£1.00** per event or circumstance.  
The Participants agree this is reasonable given the nature of their relationship.

51.2 The caps and exclusions of a Participant’s liability indicated elsewhere in this Framework Agreement, particularly item 51.1

- Do not apply and shall not be taken into account in calculating any caps on its liability
- To the extent the liability relates to any of the following (each of these is to be read independently)

(a) Death etc.

Death or personal injury caused by the negligence of that Participant.

(b) Deliberate

That Participant’s deliberate act or deliberate failure to act.  
A Participant shall be regarded as having deliberately acted or failed to act where that act as done (or failed to be done) where there is reasonable evidence that the act was done (or not done) under the instruction of that Participant’s Representative and/or any other member of its senior management.

(c) Fraudulent misrepresentation

That Participant’s fraudulent misrepresentation.

(d) Indemnity

Any indemnity given by the Participant to another Participant under item 35.8(b).

(e) Specific debts

- Specific debts arising under or in connection with this Framework Agreement including interest accruing on any such debts.
- **Examples:** Host Participant Remuneration under item 28.2(b).

(f) Elsewhere in this Framework Agreement

As indicated elsewhere in this Framework Agreement.

(g) Not permitted by Law

Anything else to the extent liability cannot be capped and/or excluded by Law.

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| <p>51.3 Interpretation of caps and exclusions of the liability of a Participant ('X') in this section 51</p>                 | <p>They apply to X's liabilities of any kind in connection with this Framework Agreement.</p> <ul style="list-style-type: none"> <li>• Regardless of whether the liability arises in tort, contract, under statute or otherwise.</li> <li>• Any cap on X's liability is to be aggregated between             <ul style="list-style-type: none"> <li>- The liability X owes to the other Participant; and</li> <li>- The liability X owes any third party connected with that other Participant under this Framework Agreement.</li> </ul> </li> </ul>                              |
| <p>51.4 Apportionment where the loss of Participant ('X') is only partly due to the fault of the other Participant ('Y')</p> | <p>Where X's losses in particular circumstances relevant to this Framework Agreement</p> <ul style="list-style-type: none"> <li>• Are partly caused by the fault of Y and/or anyone acting on Y's behalf (whether in tort, contract, under statute or otherwise); and</li> <li>• Are partly due to other factors (including X's own acts and failures to act),</li> </ul> <p>Then the liability of Y to X for compensation or the like shall be reduced fairly and proportionately to reflect the extent to which Y's act or failure to act contributed to causing X's losses.</p> |

**Termination and exit**

**52. Termination of Commissioned Contracts**

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| <p>52.1 If</p> <ul style="list-style-type: none"> <li>• Only one Participant is a party to a particular Commissioned Contract; and</li> <li>• That Participant has a right to terminate that Commissioned Contract for any reason (e.g. due to the default of the Relevant Provider, or without its fault)</li> </ul> <p>How the decision is made to terminate that Commissioned Contract</p>                | <ul style="list-style-type: none"> <li>• <b>Usually:</b> as decided either by written agreement between the Participants or by a Partnership Board resolution.</li> <li>• <b>If the Participants cannot agree or there is a deadlock on the issue within the Partnership Board:</b> the Participant wishing to terminate shall prevail. Accordingly:             <ul style="list-style-type: none"> <li>- <b>If the Participant wishing to terminate is a party to the Commissioned Contract:</b> if may terminate the Commissioned Contract.</li> <li>- <b>If the Participant wishing to terminate is NOT a party to the Commissioned Contract:</b> the other Participant wish is a party to the Commissioned Contract must terminate it promptly if and for as long as it is entitled to do so under the terms of that Commissioned Contract.</li> </ul> </li> </ul> |
| <p>52.2 If</p> <ul style="list-style-type: none"> <li>• Only both parties are a party to a particular Commissioned Contract; and</li> <li>• They have a right to terminate that Commissioned Contract for any reason (e.g. due to the default of the Relevant Provider, or without its fault)</li> </ul> <p>How the decision is to be made between the Participant s to exercise that right to terminate</p> | <p>As in item 52.1.</p>  |

**53. Termination of this Framework**

53.1 Right of a Participant to terminate this Framework

- There is no formal procedure for a Participant to terminate this Framework.
- Neither Participant is obliged to enter any further Call-off Partnership if it does not wish to.
- This does not affect existing Call-off Partnerships in place at the time.

**54. Termination of a Call-off Partnership**

54.1 Whether either Participant may terminate a Call-off Partnership if it wishes to do so

- Either Participant may do so at any time.
- That Participant is not required to give any reason for termination and is not required to prove any fault on the part of the other Participant.

54.2 How a Participant terminates a Call-off Partnership if it wishes to do so

By notice in writing to the other Participant.  
That notice must be given strictly according to section 62.

54.3 Consequence if a Participant gives a notice under item 54.2

(a) Enter new Commissioned Contracts

Neither Participant may **enter into any new Commissioned Contract** under that Call-off Partnership without the written agreement of the other Participant.

(b) Extend existing Commissioned Contracts

Neither Participant may **extend any existing Commissioned Contract** under that Call-off Partnership without the written agreement of the other Participant.

(c) Rights and obligations to terminate existing Commissioned Contracts

The rights or obligations of the Participants to **terminate any existing Commissioned Contract** under that Call-off Partnership are indicated in section 52.

(d) Rights and obligations in relation to existing Commissioned Contracts

The obligations of the Participants in relation the Call-off Partnership (including any obligations to make payments) shall continue in respect of **existing Commissioned Contracts** under that Call-off Partnership (including ongoing obligations in relation to such Commissioned Contracts terminated under section 52) until those obligations are fully completed or until they expire or until they are terminated (as relevant, depending on the nature of those obligations).

**Ending the Partnership**

**55. Exit**

55.1 Exit obligations of the Participants at the end of this Framework

None required.

55.2 Exit obligations of the Participants at the end of a particular Call-off Partnership

As indicated in the relevant Work Order.

Miscellaneous

56. Dispute resolution

56.1 Application of this section 56

It applies to any dispute between Participants in connection with this Framework Agreement and/or any Call-off Partnership ('**Relevant Dispute**').

56.2 **First step** - resolution by Representatives

- The Participants shall direct their Representatives to use their reasonable endeavours to resolve the Relevant Dispute in a timely manner and in good faith.
- The Participants shall bear their own costs in doing so.

56.3 **Next step:** if the Participants' Representatives cannot resolve the Relevant Dispute within **30 days**

- The Participants shall escalate the matter to their respective Escalated Persons.
- The Participants shall direct their Escalated Persons to use their reasonable endeavours to resolve the Relevant Dispute in a timely manner and in good faith.
- The Participants shall bear their own costs in doing so.

56.4 Next step if the Relevant Dispute has not been resolved within **60 days** of commencing the previous step

The Participants must attempt to resolve the Relevant Dispute **by mediation**, according to all of the following

(a) How the Participants are to commence the mediation

- By either Participant giving the other Participant a notice (strictly according to section 48) requesting mediation.
- Such notice must summarise in reasonable detail the Relevant Dispute (as understood in good faith by the Participant giving that notice).

(b) Mediation procedure the Participants are to use

The Model Mediation Procedure of the Centre for Effective Dispute Resolution or the comparable rules of any successor body ('**Centre**').

(c) How the Participants must appoint the mediator

- By agreement of the Participants (acting promptly and in good faith).
- They shall appoint a suitably qualified, independent mediator.
- If they cannot agree on a mediator within 7 days of first considering the issue, they shall request the Centre to recommend a mediator. The Participants must accept the person who is recommended unless there are genuine and serious concerns about that person's independence.

(d) General obligations of Participants in the course of the mediation: all of the following

(i) Good faith

The Participants must act generally in good faith in attempting to resolve the Relevant Dispute.

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| (ii)  | Cooperation  | The Participants must co-operate fully and promptly with the mediator, including promptly doing such acts (including signing a document substantially in the form of the Centre's model agreement in force from time to time) as the mediator reasonably requires.   |
| (iii) | Directions to Personnel  | The Participants must direct their respective Personnel to attend and cooperate with the mediation properly and in good faith, as reasonably necessary.  |
| (iv)  | Confidentiality  | <ul style="list-style-type: none"> <li>• The Participants must carry out the mediation in strict confidence.</li> <li>• A Participant shall not be regarded as having breached its confidentiality obligations in this Framework Agreement (see section 43) if it or its Affiliate makes disclosures of Confidential Information of the relevant Discloser for purposes connected with the mediation.</li> </ul> |
| (v)   | Without prejudice  | The Participants acknowledge that anything said or done by a Participant in the course of the mediation shall not in itself prejudice its rights in any later proceedings between it and the other Participant.  |
| (vi)  | Engagement   | The Participants shall not engage (in connection with further proceedings involving the Relevant Dispute) the mediator as an advisor and/or to call him/her as a witness.  |
| (vii) | How mediation costs are to be borne  | <ul style="list-style-type: none"> <li>• The Participants shall share equally the costs of engaging the mediator</li> <li>• They shall otherwise bear their own costs in connection with the mediation.</li> </ul>   |
| 56.5  | Right of a Participant to commence legal proceedings in relation to the Relevant Dispute if <b>mediation</b> is used under item 56.4 | It may do so if the Relevant Dispute is not resolved by mediation after at least <b>90 days</b> from commencement of mediation.  |
| 56.6  | Various remedies   | Nothing in this Framework Agreement (including this section 56) shall prevent a Participant from seeking specific performance or injunctions or other remedies of a similar nature in relation to matters relevant to this Framework Agreement.  |

**57. Local authority powers**

57.1 Status of the Council in its capacity as a local authority

(a) Right to carry out powers etc.

Nothing in this Framework Agreement and/or in the contractual terms of any Call-off Partnership in any way affects the right of the Council as a local authority to exercise (or to not exercise) any of its statutory powers and/or its statutory functions.

(b) Examples

Without limiting this, this includes the power of the X to grant or not to grant any kind of application for planning, any particular licence or the like of any of these which is submitted by any other Participant, even if it results in any activities contemplated in this Framework Agreement and/or in the contractual terms of any Call-off Partnership being unable to commence or continue.

(c) Interpretation

The above paragraphs shall apply even if the exercise (or non-exercise) of such powers and functions causes the Council or another Participant to breach its obligations under this Framework Agreement and/or in the contractual terms of any Call-off Partnership.

**58. Relationship between the Participants**

58.1 Relationship between the Participants created by this Framework Agreement

The relationship of partners under each Call-off Partnership in place from time to time for the purposes of the 2006 Act.

58.2 Relationships between the Participants which are not created by this Framework Agreement (any of the following)

(a) Partnership

Any partnership between the Participants for the purposes of the Partnership Act 1890.

(b) Principal-agent

- Any relationship of principal and agent between the Participants authorising one Participant to do anything (e.g. incur liabilities or obligations, make statements) on behalf of the other Participant.
- **Exception:** to the extent otherwise:
  - Clearly indicated or reasonably implied in this Framework Agreement, and/or
  - Agreed in writing by the Participant.

**59. Assignment**

59.1 If a Participant wishes to assign its rights and benefits under this Framework Agreement and/or under any Call-off Partnership

That Participant may only do so with the prior written consent of the other Participant, at discretion.

**60. Entire agreement**

60.1 In relation to this Framework Agreement

(a) Status of this Framework Agreement

Subject to this section 60, this Framework Agreement represents the entire agreement on its subject matter between the Participants on the subject matter of the Framework Agreement.

(b) Status of any previous agreements entered between the Participants on the subject matter of this Framework Agreement

They are fully extinguished immediately when this Framework Agreement is executed.

(c) Liability of a Participant in relation to any statement, warranty, representation, opinion or prediction of the future which that Participant may have made which is not described in this Framework Agreement and/or any document clearly cross-referenced in it

To the fullest extent permitted by Law:

- These are excluded from this Framework Agreement.
- That Participant's liability in relation to any of these is excluded.

This does not exclude any Participant's liability for fraudulent misrepresentation.

60.2 In relation to a particular Call-off Partnership

- (a) Status of the contractual terms of that Call-off Partnership
- (b) Status of any previous agreements entered between the Participants on the subject matter of a particular Call-off Partnership
- (c) Liability of a Participant in relation to any statement, warranty, representation, opinion or prediction of the future which that Participant may have made which is not described in the contractual terms of that Call-off Partnership and/or any document clearly cross-referenced in those terms

|  |  |
|--|--|
|  | Subject to this section 60, the contractual terms of that Call-off Partnership represent the entire agreement on its subject matter between the Participants on the subject matter of the relevant Call-off Partnership.   |
|  | They are fully extinguished immediately when that Call-off Partnership is executed.  |
|  | To the fullest extent permitted by Law: <ul style="list-style-type: none"> <li>• These are excluded from the contractual terms of that Call-off Partnership.</li> <li>• That Participant's liability in relation to any of these is excluded.</li> </ul> This does not exclude any Participant's liability for fraudulent misrepresentation. |

61. Third party rights

- 61.1 Rights of third parties with rights under this Framework Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999

|  |  |
|--|--|
|  | These are excluded to the fullest extent permitted by Law.<br><b>Exception:</b> the rights under that Act of any Affiliate from time to time of a Participant to enforce its rights under this Framework Agreement are retained. |
|--|--|

62. Notices

- 62.1 Application of this section 62

|  |  |
|--|--|
|  | It applies to all of the following: <ul style="list-style-type: none"> <li>• Communications between the Participants described as 'notices' in this this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership.</li> <li>• Any other communications between the Participants which are expressed in this this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership to be subject to this section 62.</li> </ul> The formalities in this section 62 are not required in relation to other communications between the Participants. |
|  | To the Participant's Representative at the time.   |

- 62.2 To whose attention a communication described in item 62.1 is to be addressed if sent to a Participant

- 62.3 Methods by which notices must be given to be valid (in at least one of the following ways)

| Method   | When notice is deemed to have been given   |
|--|--|
| Hand delivery to the recipient's Representative  | On the date it is given to him/her.  |
| By registered mail or courier to the recipient's last known address (addressed to the recipient's Representative unless otherwise indicated) | 2 Business Days after the day it was sent (as evidenced by the post mark, despatch notice or other relevant evidence), unless it is returned as undelivered. |

62.4 Whether an exchange of e-mails is sufficient for the relevant notices or other communications described in item 62.1

- No.
- This does not prevent use of e-mail for less formal communications between the Participants.

**63. Amendment**

63.1 How this Framework Agreement and/or the contractual terms of a particular Call-off Partnership are to be validly amended

- By agreement in writing between the Participants.
- The relevant document must clearly indicate an intention to amend this Framework Agreement and/or the contractual terms of the relevant Call-off Partnership
- **If no consideration is indicated in the relevant document:** the Participants shall pay each other £1.00 as consideration (if demanded), which they consider to be reasonable consideration.

**64. Remedies**

64.1 Consequence of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership referring to a particular remedy in a particular circumstance

It does not in itself exclude the availability of any other remedy in that circumstance (unless otherwise clearly indicated).

64.2 Whether available remedies are cumulative

Yes.

64.3 Consequence if a person with rights under this Framework Agreement and/or the contractual terms of a particular Call-off Partnership pursues a particular remedy in a particular circumstance

That shall not in itself constitute a waiver of that person's right to pursue other available remedies in those circumstances (whether under common law, equity, statute or otherwise).

64.4 Rights of a person with rights under this Framework Agreement to seek **remedies other than damages** against a Participant

- The Participants acknowledge that damages may not always be an adequate remedy of that person in particular circumstances.
- Accordingly, that person may (without being required to prove special damage) obtain other remedies available to that person (whether arising under common law, equity, statute or otherwise), including without limitation, injunctions and/or specific performance.

**65. Severance**

65.1 Application of this section 65

It applies where any section, item or other part of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership is held by any court (or equivalent body) to be invalid or unenforceable for any reason.

65.2 First step

- If possible, the relevant provision shall be modified by removing or altering those parts of that provision that create the invalidity or unenforceability.
- Such removal or alteration shall be to the minimum extent necessary to allow the provision to be held to be valid and enforceable, having regard to the purpose of the relevant provision.

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|--|--|
| 65.3 Second step (if the action required in item 0 is not reasonably possible) | The entire provision shall be severed from this Framework Agreement unless it alters the fundamental nature of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership or is otherwise against public policy. |
| 65.4 Remaining provisions  | The remaining provisions shall remain in full force and effect.  |

**66. Waivers**

|  |  |
|--|--|
| 66.1 Strict requirements for a waiver of a Participant's rights or powers in connection with this Framework Agreement and/or a particular Call-off Partnership to be binding on that Participant | <p>Only if all of the following apply to the waiver (and not otherwise):</p> <ul style="list-style-type: none"> <li>• It is clearly indicated to be a waiver of the relevant right or power.</li> <li>• It is in writing.</li> <li>• It is properly authorised by that Participant.</li> </ul>   |
| 66.2 Other rules regarding waiver of any Participant's right or power in connection with this Framework Agreement and/or a particular Call-off Partnership                                       | <ul style="list-style-type: none"> <li>• Delay or failure to exercise that right or power shall not in itself be a valid waiver of it.</li> <li>• A waiver of that right or power on one occasion does not (except to the extent otherwise indicated in that waiver) in itself constitute a waiver of the same right or power on a later occasion and does not affect any other right or power.</li> </ul> |

**67. Governing law and jurisdiction**

|   |                 |
|---|-----------------|
| 67.1 Law under which this Framework Agreement is to be interpreted and generally governed   | English law.    |
| 67.2 Jurisdiction to exclusively apply to disputes arising in connection with this Framework Agreement.<br><br>This is subject to the dispute resolution arrangements in section 56 | English courts. |

**68. Definitions**

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Framework Agreement), the following words and expressions shall have the following meaning when used in this Framework Agreement

| Defined term                | Definition  |
|-----------------------------|---|
| <b>2006 Act</b>             | National Health Service Act 2006.   |
| <b>Affiliate</b>            | <ul style="list-style-type: none"> <li>• In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person.</li> <li>• For this purpose, a person ('X') will be regarded as having control over another person ('Y') if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters.</li> </ul> |
| <b>Call-off Partnership</b> | Each partnership which the Participants enter from time to time under (and according to) this Framework Agreement.  |

| Defined term                         | Definition   |
|--------------------------------------|--|
| <b>CCG Function</b>                  | Any function of the CCG which it delegates from time to time to the Council under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.  |
| <b>Centre</b>                        | The Centre for Effective Dispute Resolution or a successor body.   |
| <b>Claim</b>                         | A claim, proceedings, action, prosecution (or the like of any of these) which a third party threatens or makes against a Participant in connection with the Partnership.   |
| <b>Commissioned Contract</b>         | <p>Any contract</p> <ul style="list-style-type: none"> <li>• For the purchase of goods, services or works</li> <li>• To which at least one Participant is a party in its capacity as client, commissioner or equivalent.</li> <li>• Which is place for the purposes of a particular Call-off Partnership.</li> </ul>   |
| <b>Confidential Information</b>      | In relation to a Discloser, as indicated in section 43.  |
| <b>Council Function</b>              | Any health related function of the Council which it delegates from time to time to the CCG under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.   |
| <b>Data Protection Legislation</b>   | <ul style="list-style-type: none"> <li>• The GDPR and the Law Enforcement Directive (Directive (EU) 2016/680).</li> <li>• The Data Protection Act 2018 (when given Royal Assent)</li> <li>• In any case, any additional or replacement Law from time to time relating to the processing and protection of personal data or the like of individuals and privacy.</li> </ul>   |
| <b>Deadlock</b>                      | As indicated in item 37.1.   |
| <b>Deliberate Default</b>            | <p>Any act of the following by a Participant</p> <ul style="list-style-type: none"> <li>• A breach of the Law.</li> <li>• A breach of this Framework Agreement (including any act by the Host Participant in excess of its Individual Authority under section 35).</li> <li>• A breach of any duty it separately owes a third party (whether in tort, contract or otherwise)</li> <li>• Other misconduct</li> </ul> <p>Where that act is done with the knowledge of any of the following</p> <ul style="list-style-type: none"> <li>• Any elected member of that Participant.</li> <li>• Any officer of that Participant at the Assistant Director (or equivalent) level or higher.</li> </ul> |
| <b>Discloser</b>                     | A Participant (and its relevant Affiliate where indicated) in relation to its respective Confidential Information.   |
| <b>Escalated Person</b>              | In relation to a Participant, its director responsible for the relevant service at the time, or his/her delegate.  |
| <b>FOI Act</b>                       | See section 44.  |
| <b>Function</b>                      | Either a Council Function or CCG Function, or both, as the context indicates.  |
| <b>GDPR</b>                          | General Data Protection Regulation (Regulation (EU) 2016/679)  |
| <b>Host Participant</b>              | In relation to a particular Call-off Partnership, as indicated in section 17.  |
| <b>Host Participant Remuneration</b> | The remuneration payable to the Host Participant by the other Participants according to item 28.2(b).  |
| <b>Individual Authority</b>          | See item 35.1.   |

| Defined term                 | Definition   |
|------------------------------|--|
| <b>Intellectual Property</b> | Copyright, trademarks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to take action for passing off, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the questions so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights.   |
| <b>Law</b>                   | <p>Any of the following applicable to a Participant from time to time (to be read independently)</p> <ul style="list-style-type: none"> <li>• Any statute, regulation or other subordinate legislation.</li> <li>• Any directive or other European instrument (to the extent it is binding on the Participant)</li> <li>• Any treaty</li> <li>• Any judgement, rule of common law or equity</li> <li>• Any order of a competent court, tribunal, arbitrator or the like of any of these</li> <li>• Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or the like of any of these) required by Law and affecting the relevant person and its activities in connection with this Framework Agreement from time to time.</li> <li>• Any guidance or the like issued by authorised government bodies (whether legally binding or not)</li> <li>• Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect on the respective activities of any Participant in connection with this Framework Agreement from time to time.</li> </ul> |
| <b>Losses</b>                | <ul style="list-style-type: none"> <li>• All losses, damages, costs, charges and expenses incurred by the relevant Participant in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis.</li> <li>• <b>Exception:</b> to the extent any of these are capped or excluded in this Framework Agreement.</li> </ul>   |
| <b>Non-Pooled Fund</b>       | Any budget of a Call-Off Partnership indicating the financial contributions of the Participants to the Call-Off Partnership, but where that budget is separate from a Pooled Fund in relation to that Call-Off Partnership.  |
| <b>Overspend</b>             | See item 22.3(a).  |
| <b>Partnership</b>           | The collaboration which the Participants establish under this Framework Agreement.   |
| <b>Partnership Board</b>     | The board of the Partnership established and conducted according to this Framework Agreement.  |
| <b>Partnership Record</b>    | See item 39.1.   |
| <b>Personnel</b>             | In relation to a Participant or other organisation (as the context indicates), any individual who at the time is one of its genuinely appointed officers, employees, workers, consultants, trustees, elected members, agents, interns, seconded persons, volunteers, advisers or contractors.  |
| <b>Pool Manager</b>          | The relevant individual in that position from time to time according to item 18.2.   |
| <b>Pooled Fund</b>           | Any pooled fund maintained from time to time in connection with a particular Call-Off Partnership according to the Regulations.  |
| <b>Recipient</b>             | A Participant in relation to the Confidential Information of a relevant Discloser.   |
| <b>Regulations</b>           | The NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617.   |

| Defined term                        | Definition  |
|-------------------------------------|---|
| <b>Relevant Dispute</b>             | See item 56.1.  |
| <b>Relevant Provider</b>            | Any person firm or organisation supplying goods, services and/or works under a Commissioned Contract.   |
| <b>Representative</b>               | In relation to a Participant, the current person (and if more than one, each of them individually) who holds that role according to this Framework Agreement or his/her replacement from time to time including: <ul style="list-style-type: none"> <li>• <b>Where the relevant individual is absent from time to time:</b> any other individual deputising for him/her, as decided by the relevant Participant.</li> <li>• <b>Where the position is vacant from time to time:</b> the Escalated Person of the relevant.</li> </ul> |
| <b>Reserved Matter</b>              | See section 36.   |
| <b>Services</b>                     | The services in relation to which a Call-off Partnership relates according to item 10.1.  |
| <b>Uncontrollable Circumstances</b> | See item 50.1.  |

## 69. Interpretation

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Framework Agreement), this Framework Agreement shall be interpreted as follows

|      |                            |   |
|------|----------------------------|---|
| 69.1 | Headings                   | Headings do not affect the interpretation of this Framework Agreement.  |
| 69.2 | Reference to a Participant | Reference to any Participant includes reference to that Participants' successors in title and permitted assignees.  |
| 69.3 | Consents, approvals        | <ul style="list-style-type: none"> <li>• Where consent, approval, permission or the like of a person is not to be unreasonably refused, also cannot be unreasonably delayed or subject to unreasonable conditions.</li> <li>• Where consent, approval, permission or the like of a person is to be at that person's discretion, that person <ul style="list-style-type: none"> <li>- Shall not be obliged to respond to a request for it; and</li> <li>- Shall not be obliged to give reasons for its decision (including any decision not to respond); and</li> <li>- Excludes (to the fullest extent permitted by Law) that person's liability to any person for any reason given for that decision (including any decision not to respond).</li> </ul> </li> </ul> |
| 69.4 | Definitions                | If a word or phrase is defined in this Framework Agreement, its other grammatical forms have a corresponding meaning.   |
| 69.5 | Statutes, codes etc.       | Reference in this Framework Agreement to any statute, code or the like includes reference to any amending, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.   |

|      |                  |  |
|------|------------------|--|
| 69.6 | 'In writing'     | <ul style="list-style-type: none"> <li>• Use of the expression 'in writing' (or a similar word) includes (but is not limited to) an e-mail or facsimile message.</li> <li>• It does not include communication by telephone text messages or communication via a social media site (or the like of any of these).</li> </ul>  |
| 69.7 | 'Including'      | <ul style="list-style-type: none"> <li>• Use of the word 'including', 'in particular', 'for example' (or a similar word) at the commencement of a list to illustrate a particular concept does not limit that concept in any way.</li> <li>• Use of the abbreviation 'etc.' at the end of a list to illustrate a particular concept does not limit that concept in any way.</li> </ul> |
| 69.8 | Other references | <ul style="list-style-type: none"> <li>• Reference to one gender refers to all genders</li> <li>• Reference to the singular includes the plural and vice versa</li> <li>• Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.</li> </ul>  |

## Appendix 2

**Better Care Fund (BCF) – Call Off Partnership Agreement/****Work Order****1. OBJECTIVES OF THE SCHEME**

Department of Health and Social Care, Ministry of Housing, Communities and Local Government and NHS England have specifically requested in the BCF Planning Requirements (2021-22) that all funding is transferred into one or more pooled funds, established under Section 75 of the NHS Act (2006) and agreed through the Health and Wellbeing Board.

The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose. Partners may wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund.

**2. AIMS AND OUTCOMES**

The aims and benefits of the Partners in entering into this agreement are to:

- Improve the quality and efficiency of the services;
- Meet the National Conditions and Local Objectives;
- Drive integration between the Health and Social Care Economy;
- Make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the services.

**3. THE ARRANGEMENTS**

In meeting its duties and responsibilities to develop a pooled arrangement to support the BCF Plan, the Partners and Rotherham Health and Wellbeing Board have agreed the establishment of the following pooled arrangements:

**Pool 1;** Hosted by RMBC; Value of **£34.150m** for Theme 2 Rehabilitation, Reablement and to include the Improved Better Care Fund (iBCF) and other grant funding.

**Pool 2;** Hosted by the CCG; Value of **£11.336m** for all Themes excluding Theme 2 Rehabilitation, Reablement and Intermediate Care and to include a Risk Pool.

#### **4. FUNCTIONS**

The CCG and Council shall utilise funds to deliver against agreed objectives set out within the BCF Plan.

#### **5. SERVICES WITHIN THE SCHEME**

##### **5.1 Persons Eligible to Benefit**

5.1.1 Services commissioned by the CCG shall be commissioned for the benefit of individuals for whom in relation to that service the CCG is the responsible commissioner; for services commissioned by the Council, the services shall be commissioned for the benefit of individuals who are ordinarily resident in the Borough of Rotherham.

5.1.2 The CCG and the Council shall each liaise with any relevant neighbouring authority or CCG in respect of individuals who are the responsibility of either the CCG or the Council but not both.

##### **5.2 Commissioning Arrangements**

Each partner organisation will manage the commissioning of specific services for which it is identified as the responsible organisation, in line with its own internal processes.

##### **5.3 Contracting Arrangements:**

Each partner organisation will manage the contracting of specific services for which it is identified as the responsible organisation, in line with its own internal processes

#### **6. FINANCIAL CONTRIBUTIONS**

6.1 The CCG's base contribution for 2021/22 will be **£23.039m** and the Council's base contribution, including the Improved Better Care Fund (iBCF), will be **£22.447m** as per the table below:

| BCF Budget<br>2021/22                            | 2021/22 INVESTMENT |               |               | 2021/22 SPLIT BY<br>POOL |                          |
|--|--------------------|---------------|---------------|--------------------------|--------------------------|
| BCF Investment                                   | RCCG<br>SHARE      | RMBC<br>SHARE | Total         | Pool 1<br>RMBC<br>Hosted | Pool 2<br>RCCG<br>Hosted |
|  | £000               | £000          | £000          | £000                     | £000                     |
| THEME 1 - Mental Health Services                 | 1,209              |               | 1,209         |                          | 1,209                    |
| THEME 2 - Rehabilitation & Reablement            | 11,253             | 6,716         | 17,969        | 17,969                   |                          |
| THEME 3 - Supporting Social Care                 | 3,624              |               | 3,624         |                          | 3,624                    |
| THEME 4 - Care Mgt & Integrated Care<br>Planning | 5,111              |               | 5,111         |                          | 5,111                    |
| THEME 5 - Supporting Carers                      | 601                | 50            | 651           |                          | 651                      |
| THEME 6 - Infrastructure                         | 241                |               | 241           |                          | 241                      |
| Risk Pool  | 500                |               | 500           |                          | 500                      |
| Improved Better Care Fund                        |                    | 15,666        | 15,666        | 15,666                   |                          |
| Other Health/Grants Funding                      | 500                | 15            | 515           | 515                      |                          |
| <b>TOTAL</b>                                     | <b>23,039</b>      | <b>22,447</b> | <b>45,486</b> | <b>34,150</b>            | <b>11,336</b>            |

Appendix 2A provides a list of detailed schemes under each theme.

- 6.2 In the event that the partners agree to extend this agreement, there will be no automatic annual uplift to the amounts stated in this agreement for any subsequent year. Any uplift to these figures in future years will be determined by both partners as part of their budget setting process.
- 6.3 It is expected that the Pool Fund Managers will manage the Agreement within the approved budget for the financial year. Any proposed expenditure over and above the approved budget must be agreed in writing by the Chief Finance Officer of the CCG and the Strategic Director of Finance and Customer Services of the Council prior to any additional expenditure being incurred.
- 6.4 Any over or underspend in the pooled funds shall be subject to the risk share agreement (Section 8) in the first instance.
- 6.5 Separate to any base contribution, further contributions may be agreed between parties in year or removal/alteration of services may be agreed through the scheme governance arrangements. Any base or subsequent contribution will be agreed and notified between the joint fund managers of the CCG and RMBC.
- 6.6 The BCF includes the Improved Better Care Funding (iBCF) of £14.055m for 2021/22 which are subject to the following grant conditions:
- Meeting adult social care needs

- Reducing pressures on the NHS – including supporting more people to be discharged from hospital when they are ready
- Ensuring that the local care provider market is supported

There is no requirement to spend across all three purposes, or to spend a set proportion on each. However, the grant determination requires the Council and the CCG and providers to meet the National Condition 4 (Managing Transfers of care) in the 2021-22 Better Care Fund Policy Framework and Planning Requirements.

- 6.7 Included within the iBCF is funding for Winter Pressures of £1.345m which must be used for the purposes of supporting the local health and care system to manage demand pressures on the NHS, with particular reference to seasonal winter pressures including on interventions which support people to be discharged from hospital, who would otherwise be delayed, with the appropriate social care support in place, and which help promote people's independence
- 6.8 Where capital expenditure forms part of the Pooled Fund it shall be identified and accounted for separately from revenue expenditure and treated in accordance with any specified grant funding conditions. Capital funding cannot be used to finance revenue expenditure, however, revenue funding may be used to fund capital expenditure if in agreement with the BCF Executive Group and is in compliance with Financial Regulations and Standing Orders and recommended accounting codes of practice of the lead commissioner. Any capital asset acquired from the Pooled Funds shall be the property of the Council, who shall be responsible for it.

## **7. PAYMENT TERMS**

- 7.1 The Council will invoice the Rotherham Clinical Commissioning Group in arrears one quarter of the estimated annual costs of the schemes.
- 7.2 The CCG will invoice the council in arrears one quarter of the estimated annual costs of the IBCF schemes.
- 7.3 Each party shall provide such accounting information as may be required for the preparation of accounts and audit as may be required both during and at the end of each financial year recognising the need to ensure that both the Council and the CCG meet their specific financial reporting deadlines.
- 7.4 The Council and the CCG will pay invoices within 30 days of receipt.

## **8. RISK SHARE ARRANGEMENTS**

- 8.1 The areas of risk are under or overspending of budgets within Better Care Fund budget lines and exceeding affordable levels of care outside the Better Care Fund.

- 8.2 As part of the initial development of the BCF pooled budget a number of risks were identified where the individual schemes would potentially result in additional demand for services and/or additional costs, or the required efficiencies and reductions do not materialise to the extent planned. The pooled budget in total includes an amount of £0.5m as a risk pool. In applying the risk pool funding it is important to have a jointly agreed approach.
- 8.3 It is proposed that the BCF Executive Group is the forum where decisions on the application of risk pool funding for either pool is made.
- 8.4 Risk is attributable pro rata to the proportion of that scheme commissioned by each partner organisation. This is to reflect where the levers for change and control sit. Similarly, where the scheme is joint and there is one lead commissioner, the risk should be shared pro-rata to the proportion of each partners contribution, subject to the maximum level of funding each partner contributes to the scheme unless agreed by the Chief Finance Officer of the CCG and the Strategic Director of Finance and Customer Services of the Council prior to any additional expenditure being incurred (paragraph 6.3).

#### 8.5 **Overspends and Underspends**

If an overspend is identified the following approach will be taken:

- Seek to cover the overspend from areas of underspend identified within either pool;
- Utilise the risk pool funding;
- Reduce uncommitted scheme allocations;
- Cover from resources outside the pool.

If an underspend is identified the following approach will be taken:

- Underspends remain within the pooled arrangement to support overspends elsewhere in the pool;
- Further joint schemes to be proposed in year which can utilise the resources in year.
- Underspends may be carried forward to meet ongoing financial pressures subject to each organisation's own governance arrangements. Allocation of funding will be subject to agreement of the pooled fund partners as part of the BCF governance.

In all of these scenarios the BCF Executive Group is the forum where decisions would be made.

- 8.6 The use of the BCF pooled budget is anticipated to deliver greater outcomes for patients and the public, as well as anticipated reductions in non-elective spend. In the event that demand for acute non-elective care exceeds affordable levels it is proposed that the approach suggested above is taken.

- 8.7 Where issues arise under this category the Partners shall meet and discuss the appropriate means of addressing the problem through the Health and Wellbeing Board or such other forum as the Partners may decide.

## **9. FINANCIAL MANAGEMENT AND YEAR END ARRANGEMENTS**

- 9.1 Except by prior agreement between the CCG and the Council, expenditure to be made from the scheme otherwise than in respect of the performance of the services identified above is not permitted.
- 9.2 Both parties will keep proper accounts in relation to the use of the funds for which it is responsible under the agreement. Accounts will be open to inspection at any reasonable time together with all invoices, receipts and any other related documents.
- 9.3 Both parties will arrange for the funding and related expenditure to be audited by its respective external auditors as part of the accounts process of each organisation.
- 9.4 Monitoring information, financial or otherwise, will be provided as required and in accordance with the agreed format.
- 9.5 All utilisation of the budget and day to day management of services delivery will be subject to each Partner's scheme of reservation and delegation.
- 9.6 The budget will be governed by any regulatory requirements of each Partner as necessary.
- 9.7 Funds will be provided to each organisation in line with its delegated commissioning responsibilities net of VAT implications. Utilisation of funds delegated will then be subject to each partners' relevant VAT regime.
- 9.8 To meet requirements in relation to the preparation of annual accounts SI 2000/617 paragraph 7(6) the host must prepare and publish a full statement of spending signed by the accountable officer or section 151 officer, to provide assurance to all other parties to the pooled budget. This is required to meet the specified timescales for the publication of accounts and should include:
- Contributions to the pooled budget, cash or kind;
  - Expenditure from the pooled budget;
  - The difference between expenditure and contributions;
  - The treatment of the difference;
  - Any other agreed information.

## 10. GOVERNANCE ARRANGEMENTS

- 10.1 The joint Fund Managers for the scheme shall be the CCG Chief Finance Officer and the Head of Finance (Adults, Public Health and Housing) for RMBC, working in collaboration.
- 10.2 The fund managers shall jointly agree appropriate use of the fund in line with the objectives of the scheme, and ensure the scheme is appropriately transacted.
- 10.3 Using the governance framework set out below, all partners will monitor the BCF plan effectively ensuring plans are delivered through each scheme.
- 10.4 The CCG and RMBC have co-terminus boundaries which supports the delivery of good governance. The BCF plan was produced through effective governance mechanisms which have been reviewed and updated to facilitate the implementation and delivery of the BCF plan.
- 10.5 These mechanisms are known and agreed with all partners within the health and social care sector in Rotherham, and there is a commitment from all, including TRFT and RDaSH to work within the governance framework.
- 10.6 **Governance Framework**

The Health and Wellbeing Board will have overall accountability for the delivery of BCF plan, and for the operation of the delivery of this Section 75 Partnership Framework Agreement they will:

- monitor performance against the BCF Metrics (National/Local) and receive exception reports on the BCF action plan;
- agree the Better Care Fund Commissioning Plan;
- agree decisions on commissioning or decommissioning of services, in relation to the BCF.

The framework below demonstrates the decision making structure and how the BCF plan will be delivered.

The management and oversight of the delivery of the BCF plan has been delegated to the BCF Executive Group, chaired by the HWB chair and including senior representatives from both the council and CCG.

The BCF Executive Group is supported by the BCF Operational Group, which is made up of the identified lead officers for each of the BCF actions within the plan, plus other supporting officers from the Council and CCG. The BCF Operational Group meets on a quarterly basis and reports directly to the BCF Executive Group.

#### 10.7 **BCF Executive Support**

The BCF Executive Group and BCF Operational Group will be supported by officers from the Partners from time to time.

#### 10.8 **Meetings**

The BCF Executive Group will meet quarterly at a time to be agreed within 30 days following receipt of each quarterly report from each Pooled Fund Manager.

The quorum for meetings of the BCF Executive Group shall be a minimum of one representative from each of the Partner organisations with a minimum of two members of the group present.

The BCF Operational Group meets on a quarterly basis. Quorum for these meetings will be a minimum of four representatives from each of the schemes with at least two representatives from each organisation present

Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

#### 10.9 **Delegated Authority**

The BCF Executive Group is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

- authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to any Pooled Fund subject to the agreement of the Chief Finance Officer of the CCG and the Strategic Director of Finance and Customer Services of the Council; and
- authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

#### 10.10 **Information and Reports**

Each Pooled Fund Manager shall supply to the BCF Executive Group on a Quarterly basis the financial and activity information as required under the Agreement.

#### 10.11 **Post-Termination**

The BCF Executive Group shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.



**ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE, HOUSING  
AND PUBLIC HEALTH**

**ROTHERHAM CLINICAL COMMISSIONING GROUP BETTER CARE FUND (BCF)**

**BCF EXECUTIVE GROUP**

**Purpose of the Executive Group**

The purpose of the BCF Executive Group is to take responsibility for the delivery of the Better Care Fund plan for Rotherham; the strategic operation and delivery of the Framework Partnership Agreement; and to make recommendations for the strategic direction and management of the Better Care Fund to the Health and Wellbeing Board (HWB).

**Functions of the Executive Group**

- Take responsibility for the fund's feasibility, business plan and achievement of outcomes;
- Defining and realising benefits and budgetary strategy
- Monitor delivery of the Better Care Plan through quarterly meetings
- Ensure performance targets are being met
- Ensure schemes are being delivered and additional action put in place where the plan results in unintended consequences
- Undertake an annual review ("**Annual Review**") of the operation of this Agreement
- Undertake or arrange to be undertaken a review of each Pooled Fund, Non Pooled Fund and Aligned Fund and the provision of the Services within 3 Months of the end of each Financial Year.
- Arrange or oversee the production of a joint annual report- to be presented to the Executive Group within 20 Working Days of the presentation of the annual review ensure the fund's scope aligns with the requirements of the stakeholder groups;
- Address any issue that has major implications for the fund;
- Keep the fund scope under control as emergent issues force changes to be considered;
- Reconcile differences in opinion and approach, and resolve disputes arising from them;
- Report quarterly to HWB, and
- Take responsibility for any corporate issues associated with the fund.

In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

**The role of the individual members of the BCF Executive Group Fund Board includes:**

- Understand the strategic implications and outcomes of initiatives being pursued through fund outputs;
- Appreciate the significance of the fund for stakeholders and ensure the requirements of stakeholders are met by the fund's outputs;
- Be an advocate for the fund's outcomes;
- Have a broad understanding of fund management issues and the approach being adopted;
- Help balance conflicting priorities and resources;
- Review the progress of the fund;
- Check adherence of fund activities to standards of best practice, both within the organisation and in a wider context.
- To ensure the customer journeys/experience are delivering increased customer satisfaction as shown by the delivery of the measures, i-statements and the plan.

**Chair**

The meeting will be co-chaired by the respective Accountable Officers.

**Membership of the Executive Group**

Elected Member

CCG Chief Officer

CCG Chief Finance Officer

CCG Deputy Chief Officer

CCG Assistant Chief Officer

RCCG/RMBC (Joint) Head of Adult Commissioning

RMBC/RCCG (Joint) Strategic Commissioning Manager

RMBC Chief Executive

RMBC Head of Finance (Adults , Public Health and Housing)

RMBC Strategic Director of Adult Care, Housing and Public Health (DASS)

RMBC Assistant Director, Strategic Commissioning

RMBC Director of Public Health

Both parties will call in relevant officers for specific topics where required and a standing invitation will be made to Public Health Director to attend.

**Quorate**

One representative from each of the organisations, with a minimum of two members present

**Frequency of Meetings**

Quarterly

**Co-ordination of Meetings**

Strategic Commissioning Manager, RMBC/RCCG will co-ordinate.

**Governance**

The group will report to the HWB.

**Key Deliverables**

- Ensure that the financial reporting framework is adhered to.
- To be responsible for maintaining the risk register and ensuring risk mitigation plans are in place.
- Recommend actions and deliver reports to the HWB, LGA and NHSE.

**ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE, HOUSING  
AND PUBLIC HEALTH**

**ROTHERHAM CLINICAL COMMISSIONING GROUP**

**BETTER CARE FUND (BCF) OPERATIONAL GROUP**

| <b>Purpose of the Group</b>   |
|---|
| <b>To oversee the delivery of the Better Care Fund Plan for Rotherham, making recommendations to the Better Care Fund Executive Group to ensure effective action and implementation of the plan</b> |

| <b>Functions of the Group</b>  |
|--|
| <ul style="list-style-type: none"> <li>• To provide the forum for BCF accountable operational leads to co-ordinate the delivery of the BCF Performance Measures and BCF Action Plan.</li> <li>• To ensure that effective performance management of the BCF Performance Measures takes place and where performance is not meeting targets appropriate and timely action is taken.</li> <li>• To ensure the effective delivery of the BCF action plan at operational level and allow for necessary operational partnership discussions to take place to meet the outcomes of the plan.</li> <li>• To ensure that the accountable leads of the BCF performance measures and the BCF action plan are collectively discussing their progress and key actions.</li> <li>• To identify the areas which need to be reported on progress and performance by exception to the BCF Executive Group.</li> <li>• To ensure the BCF conditions are met.</li> <li>• To co-ordinate partner activity within the BCF Plan, ensuring that all elements of the plan are linked together to deliver positive outcomes.</li> <li>• To ensure the Rotherham BCF Scorecard is updated on a monthly basis. To review risk and to oversee the implementation of mitigating action plans.</li> <li>• To ensure the customer journeys/experience are delivering increased customer satisfaction as shown by the delivery of the measures, i-statements and the plan.</li> </ul> |

| <b>Chair</b>  |
|---|
| The meeting will be co-chaired by the CCG Chief Finance Officer and the Strategic Director of Adult Care, Housing and Public Health |

**Membership of Group**

RCCG Chief Finance Officer  
 RCCG Assistant Chief Officer  
 RCCG Performance and Intelligence Manager  
 RCCG/RMBC (Joint) Head of Adult Commissioning  
 RMBC/RCCG (Joint) Strategic Commissioning Manager  
 RMBC Public Health Principal  
 RMBC Finance Manager (Adult Social Care, Housing and Public Health)  
 RMBC Assistant Director, Independent Living and Support  
 RMBC Assistant Director, Strategic Commissioning  
 RMBC Performance Manager  
 Both parties will call in relevant officers for specific topics where required

**Quoracy**

Two representatives from each of the organisations

**Frequency of Meetings**

Quarterly

**Co-ordination of Meetings**

Strategic Commissioning Manager, RMBC/RCCG will coordinate.

**Governance**

Each organisation maintains accountability for service specific operational delivery.

The group will report to the BCF Executive Group.

This does not replace existing performance management and accountability mechanisms, but will provide a specific focus and bring coordination to the BCF targets and actions.

| <b>Key Deliverables</b>  |
|--|
| <ul style="list-style-type: none"> <li>• Maintain financial reporting framework.</li> <li>• Maintain a risk register appropriate to the level of group operation.</li> <li>• Coordinate the completion of reports for the Health and Wellbeing Board and the Department of Health</li> </ul> |



## **11. INTEGRATED PROVIDER PERFORMANCE MANAGEMENT FRAMEWORK**

### **11.1 Purpose**

To ensure that Partners adopt an integrated performance management framework in order to plan, deliver, review and act on relevant information to commission improved outcomes for the people of Rotherham. It is the expectation that the Lead for each BCF Scheme will be responsible for ensuring this framework will be completed for each scheme.

The BCF Executive, supported by the BCF Operational Group will be responsible for ensuring the performance management framework for the BCF programme is in place, updates produced, and reports compiled for NHS England and the Health and Well Being Board.

### **11.2 Definition**

For the purposes of this Schedule, “performance management” shall mean the overall process that integrates planning, action, monitoring and review and shall incorporate the following:

- Identifying the aim, (e.g. purpose, mission, corporate aims, strategic goals etc.) and the action required to meet the aim (e.g. business plan, project plan, etc.);
- Identifying priorities and ensuring there are sufficient resources to meet them;
- Monitoring performance of any commissioned provider or voluntary organisation;
- Reviewing progress, detecting problems and taking action to ensure the aim is achieved;
- Determining which services should be delivered; benchmarking performance against an agreed and transparent set of measures.

### **11.3 Outline Framework**

The performance management framework should incorporate three processes in relation to joint commissioning, i.e. Business Planning, Reporting and Review and Performance Improvement.

#### **11.4 Commissioning Business Planning Process**

This process consists of integrated commissioning plans, which should set out:

- strategic objectives and key performance measures for 2021/22
- the commissioning intentions for the strategic objectives and
- the timescales for achievement.

Contracts with service providers that state how performance shall be monitored, reported and reviewed will also be required.

#### **11.5 Reporting and Review Process**

This will involve monitoring overall progress against:

- delivery of the strategic objectives in the integrated commissioning plans,
- delivery of the contracts as detailed in Schedule 4
- identifying the reasons for any under-performance of service providers.

#### **11.6 Performance Improvement Process**

To ensure action is taken where the continuation of current performance would lead to an outcome/target not being met.

The application of a range of tools and techniques to improve overall performance.

#### **11.7 Commissioning Plan**

The Partners shall agree an Integrated Commissioning Plan for each Service by 1 April each year. This will set out the “direction of travel” and the shared commissioning intentions for the development of the Services The plans shall be agreed by the Partners.

#### **11.8 Contracts with Service Providers**

The lead commissioner shall be required to agree a contract with each third party provider regarding the outcomes they are to deliver.

Contracts with third party providers should:

- Take account of the requirements of the relevant current plans of the respective partners and the actions agreed in response to external review;
- Include a requirement that the service provider develop a detailed service plan, which covers how the provider intends to achieve the said outcomes and the risk associated with not achieving them.
- Require the provider to regularly measure progress against achieving the outcomes and to report this to the Host Partner at a frequency to be agreed

- Require the provider to provide an improvement plan in the case of significant under or over performance.
- Include a process whereby outcomes may be added/removed as a result of changing needs.

### **11.9 Reporting and Review Process**

Regular meetings should be held between the Host Partner and the service provider to review the latter's performance.

The Host Partner shall monitor services having regard to national, regional and local key performance indicators, including:

- Performance assessment framework indicators
- National performance indicators
- Audit and inspection recommendations
- Self-assessment Statement actions
- Relevant operational plan indicators
- NHS clinical commissioning board targets
- Relevant core and Care Quality Commission standards
- Patient and Customer feedback

### **11.10 Performance Reporting and Review of the Section 75 Agreement**

The pooled fund manager will be responsible for producing quarterly reports to the BCF Executive Group and Health and Wellbeing Board on a quarterly basis.

The pooled fund manager will be responsible for producing an annual report to the BCF Executive Group and Health and Wellbeing Board.

The BCF Executive Group will be responsible for ensuring the timeline to ensure the data is collected, reported, authorised by the health and wellbeing Board, and submitted to the NHS England on their specified reporting dates, these being one day after the dates specified in section 9.1.

### **11.11 Rotherham CCG / RMBC BCF Metrics:**

As part of the Better Care Fund plan, the national metrics will be monitored by Rotherham MBC and Rotherham CCG. The national metrics include some changes for 2021/22. The metrics included for 2021/22 are as follows.

Unplanned hospitalisation for chronic ambulatory care sensitive conditions.

- Percentage of in patients, who have been an inpatient in an acute hospital for 14 days or more and 21 days or more.

- Percentage of people, who are discharged from acute hospital to their normal place of residence.
- Admissions to residential and care homes.
- Effectiveness of reablement

The metrics relating to non-elective admissions and delayed transfers of care are no longer included.

Metric descriptions are below. The SUS metric descriptions have been amended by the national team since the original guidance was published. These metrics will be monitored based on the updated guidance on the NHS Futures site.

**Table 4 – BCF Metrics Definitions**

| <b>Metric</b>  | <b>Numerator</b>  | <b>Denominator</b>  |
|--|---|---|
| <b>1</b> Unplanned hospitalisation for chronic ambulatory care sensitive conditions.   | Unplanned hospitalisation episodes for chronic ambulatory care sensitive conditions, taken from SUS (Secondary Uses Service).                         | Mid-year population estimates for England published by the Office for National Statistics (ONS)   |
| <b>2</b> Percentage of inpatients, who have been an inpatient in an acute hospital for, 14 days or more and 21 days or more. | Number of inpatients staying over 14 or 21 days in an acute setting. Taken from SUS.  | Total number of discharged patients from an acute setting. Taken from SUS.  |
| <b>3</b> Percentage of people, who are discharged from acute hospital to their normal place of residence.                    | Number of patients discharged to usual place of residence. Taken from SUS.  | Total number of discharged patients from an acute setting. Taken from SUS.  |
| <b>4</b> Admissions to residential and care homes  | The sum of the number of council-supported people (aged 65 and over) whose long-term support needs were met by a change of setting to residential and | Size of the older people population in area (aged 65 and over). This should be the appropriate ONS mid-year population estimate or projection |

| Metric                        | Numerator  | Denominator   |
|-------------------------------|--|---|
|                               | nursing care during the year. Data from Short- and Long-Term Support (SALT) collected by HSCIC   |   |
| 5 Effectiveness of reablement | Number of older people discharged from acute or community hospitals to their own home or to a residential home for rehabilitation, with a clear intention that they will move on/back to their own home who are at home 91 days after the date of their discharge from hospital. | Number of older people discharged from acute or community hospitals to their own home or to a residential home for rehabilitation, with a clear intention that they will move back to their own home. |

### **Unplanned hospitalisation for chronic ambulatory care sensitive conditions**

An increase is expected in 2021/22 due to a change in recording in response to national guidance. Emergency assessment activity which will include some ACS activity is now included in SUS. The plan is based on maintaining the current position using the first 4 months data of 2021/22. The expansion of Rotherham's local Clinical Assessment Service model is expected to support managing of ambulatory care sensitive admissions. The Care Co-ordination Centre (CCC) is already complimented with Mental Health practitioners with plans to expand this. The plans in 2021-22 to build a community hub model with social care will support preventing hospital admission through out of hospital services.

### **Percentage of inpatients, who have been an inpatient in an acute hospital for, 14 days or more and 21 days or more**

A Position of holding current performance has been planned due to pressure seen during October and the early part of November, which is expected to continue into Q4. Work streams expected to impact this metric include increased resources across Reablement and Rapid Response to support community services (hospital avoidance/effective discharge) and funded brokerage to provide support over the weekend to facilitate hospital discharges. The potential implementation of a discharge to assess community unit with nursing would also support this metric in the future.

**Percentage of people, who are discharged from acute hospital to their normal place of residence.**

As above maintaining current performance given pressure seen during October and the early part of November, which is expected to continue into Q4, is planned. Current initiatives including a Discharge Doctor on site to support weekends support this metric. The increased capacity within community services to ensure 7 day discharges are facilitated 8am to 8pm and 7 day equipment access will support this metric. The Discharge Action Plan being implemented following the Attain review will also support this metric.

***Permanent admissions of older people to residential and nursing care homes (per 100,000)***

In order to provide customers with greater independence and choice within a recovery model, admission to 24 hour care is provided only for those people who can no longer be supported to have their needs met by remaining at home in the community. The application of the *Home First* principles underpinning discharge, maximise opportunities for people to return to their homes and community where appropriate.

A challenging stretch performance target for 2020-21 of 30 fewer new admissions was set to achieve service continuous improvement by reducing the number of total admissions to 264 which if achieved would have represented a 10.2% improvement and better national and regional average rates of neighbouring local authorities. The stretch target took account of recent trend analysis and whilst challenging, was considered realistic when considering demographic pressures. At the time of setting the target for 2020-21 the likely impact of the coronavirus pandemic Covid-19 was unknown, but by year end reporting, we had significantly fewer admissions than were expected at 227 admissions, 67 fewer admissions than the 294 in 20/21 and 37 fewer than the stretch target of 264.

National benchmarking figures published October 2021 show that fewer residential admissions were made by Councils in 2020/21. Significantly Rotherham's comparative performance improvement resulting from admitting fewer people at a reduction rate of 131 people (+23.3%) per 100,000 per population was higher than of both regional 105 fewer people (+16%) or the 86 fewer people nationally (+14.7%).

The Service is continuing to support people to remain independent in their own homes as far as possible plus continuing to support hospital discharges, to reduce pressure but this in turn also adds pressure to the social care system. It is expected that some people who may be did not present or require council funding support last year will present in 2021/22 and as result we are likely to see higher new admission rates. This has been evidenced in first two quarters of the year. A target of 314 admissions applicable rate of 584 admissions per 100,000 population has been set and this is equal to the 2019/20 (pre-covid) national average.

***Proportion of older (over 65) people still at home 91 days after discharge from hospital into rehabilitation and reablement services***

This is an annual measure and collation of data is undertaken during January to March period each year, to track people aged 65 and over, who have been 'offered' (i.e., commenced) the service during the previous October to December period, to identify those who were still at home 91 days following discharge from hospital.

The offer pathway and delivery experience in 2020/21 has been affected due to the urgent need to respond to the Covid-19 pandemic. The traditional mix of 'bed based' intermediate care and reablement in people's own homes, have seen changes to best support the response.

Overall, there has been a small reduction of 2.3% percentage points in 20/21 performance since last year at 70.0%, with 119 people from the 170 still being home 91 days after discharge. National benchmarking figures published October 2021 show that Rotherham's performance fell by -3.2% but this was not as much as was seen at both regional (-5.0%) or nationally (-3.5%).

This retained the broad 7 in 10 people benefitting from the service seen last year. However, the delivery and cohort make up in 2020/21, also reflected, that in order to support timely discharges from hospital the use of commissioned additional bed-based capacity from two additional 24-hour care providers probably included people who presented with more complex needs. The breakdown of the provision shows that 76.6% (85 out of 111) of users were still at home after 91 days from traditional intermediate care and reablement providers but 57.6% (34 out of 59) from the two new 'pathway' providers.

Although, the number of people who used (offered) the service in the sample period (October 20 – December 20), also saw a reduction of approximately 10% with 18 fewer overall from 188 to 170, this is still considerably higher than 2018/19 outturn which had only 132. It will be difficult to assess the impact of all the contributing positive and negative factors, but there would have been some reduced activity; as people chose to not take up the offer of service due to Covid prevalence, considerations and preference during peaks or lock down periods.

The Service had recognised that it may not be able to fully meet the 2020-21 stretch target set of 83% as the pandemic impact unfolded during the year.

The coming year will provide an opportunity to see how far the service can 'bounce back' towards matching comparator averages of 76.4% regionally (Y&H) and 79.1% nationally, as it plans for an expected uptick in provision and outcomes and has set a stretch target to increase 20/21 performance by 8 percentage points, to achieve 78% for 2021/22.

**12. NON FINANCIAL RESOURCES**

Non-financial contributions to the Schemes are confined to current support for joint and integrated commissioning arrangements and will continue with no charges being made to the pooled fund.

**13. ASSURANCE AND MONITORING**

The Fund Managers will make financial information available quarterly to the BCF Executive and Operational Groups, reporting on performance against the BCF metrics and in each of the 6 Themes listed above.

**14. POOLED FUND MANAGER DETAILS**

| Partner | Lead Officer   | Address  | Tel. No.     | Email Address                  |
|---------|--|--|--------------|--------------------------------|
| CCG     | Chief Finance Officer                                    | Oak House<br>Moorhead Way<br>Rotherham<br>S66 1YY      | 01709 302025 | wendy.allott@nhs.net           |
| RMBC    | Head of Finance –<br>(Adults, Public Health and Housing) | Riverside House<br>Main Street<br>Rotherham<br>S60 1AE | 01709 822098 | owen.campbell@rotherham.gov.uk |

**15. DURATION AND EXIT STRATEGY**

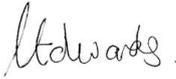
There is no requirement for an exit strategy, over and above each organisation's own strategies.

Responsibility for any debts, liabilities, record-keeping, equipment and contractual arrangements will remain with the relevant Partner.

**16. OTHER PROVISIONS**

No other provisions.

## 17. AUTHORISATION

|                                    | Rotherham MBC   | Rotherham CCG   |
|------------------------------------|---|---|
| Signature                          |  |  |
| Date of signature                  | 21st December 2021  | 21st December 2021  |
| Name of signatory (print)          | Sharon Kemp   | Chris Edwards   |
| Title or role of signatory (print) | Chief Executive   | Accountable Officer   |

## Appendix 2A – Detailed BCF Schemes

| Better Care Fund Budget 2021-22  | Budget<br>2020-21 | Additional<br>Investment | Budget<br>2021-22 |
|--|-------------------|--------------------------|-------------------|
|  | £'000             | £'000                    | £'000             |
| <b>THEME 1 - Mental Health Services</b>  |                   |                          |                   |
| Adult Mental Health Liaison  | 1,186             | 23                       | 1,209             |
| <b>THEME 2 - Rehabilitation &amp; Reablement</b>                                 |                   |                          |                   |
| Home Improvement Agency  | 75                | (37)                     | 38                |
| Additional Occupational Therapist post   | 0                 | 30                       | 30                |
| Falls Service  | 468               | 2                        | 470               |
| <b>Home Enabling Services :</b>  |                   |                          |                   |
| Reablement   | 1,085             | 2                        | 1,087             |
| Pressures on Domiciliary Care Budgets  | 756               | 2                        | 758               |
| Community Stroke Service   | 524               | 3                        | 527               |
| Community Neuro Rehab  | 161               | 1                        | 162               |
| Breathing Space  | 1,811             | 9                        | 1,820             |
| Otago  | 20                |                          | 20                |
| REWS   | 1,705             | 3                        | 1,708             |
| Community OT   | 786               | 2                        | 788               |
| Disabled Facilities Grant  | 3,064             | 1,723                    | 4,787             |
| Age UK Hospital Discharge  | 158               |                          | 158               |
| Stroke Association Service   | 50                |                          | 50                |
| <b>Intermediate Care Pool:</b>   |                   |                          |                   |
| Intermediate Care Therapy(TRFT)  | 408               | 1                        | 409               |
| Therapy & Nursing cover to support vulnerable patients and<br>Fast Response team | 107               | 1                        | 108               |
| Intermediate Care (LH/DC)  | 1,238             | 197                      | 1,435             |
| Intermediate Care beds (30) - Davies Court                                       | 1,452             | (413)                    | 1,039             |
| Home first   | 777               | 4                        | 781               |
| Intermediate Care 24 Beds - Althorpe   | 1,322             | 7                        | 1,329             |
| RDASH Therapies  | 97                |                          | 97                |
| GP Support - medical cover   | 53                | (17)                     | 36                |
| Other Intermediate care (TRFT)   | 330               | 2                        | 332               |
| Intermediate care Transition (RMBC) - ibcf b/fwd                                 | 561               | (561)                    | 0                 |
| <b>THEME 3 - Supporting Social Care</b>  |                   |                          |                   |
| <b>Direct Payments:</b>  |                   |                          |                   |
| Direct Payments/ Personal Budgets (Physical Disabilities)                        | 395               | 1                        | 396               |
| Direct Payments (Older People)   | 525               | 1                        | 526               |
| LD Supported Living  | 409               | 1                        | 410               |
| Direct Payments (Learning Disabilities)  | 314               | 1                        | 315               |
| Direct Payment Support   | 46                |                          | 46                |

| Better Care Fund Budget 2021-22   | Budget<br>2020-21 | Additional<br>Investment | Budget<br>2021-22 |
|---|-------------------|--------------------------|-------------------|
|   | £'000             | £'000                    | £'000             |
| <b>Residential Care</b>   |                   |                          |                   |
| Mental Health rehabilitation services   | 209               |                          | 209               |
| <b>Learning Disability Services:</b>  |                   |                          |                   |
| Learning Disabilities independent sector residential care/Transitional Placements | 982               | 2                        | 984               |
| Learning Disabilities Domiciliary Care  | 37                |                          | 37                |
| Care Act - Older People Direct Payments   | 500               | 1                        | 501               |
| Care Act - IT (Liquid Logic)  | 60                |                          | 60                |
| Care Act - LD Domiciliary Care  | 30                |                          | 30                |
| Care Act - PD Domiciliary Care  | 60                |                          | 60                |
| Care Act - OP Domiciliary Care  | 10                |                          | 10                |
| Care Act - DoLs   | 40                |                          | 40                |
| <b>THEME 4 - Care Mgt &amp; intergrated Care Planning</b>                         |                   |                          |                   |
| GP Case Management  | 1,372             | 108                      | 1,480             |
| Care Home Support Service   | 282               | 1                        | 283               |
| Hospice - End of Life care  | 829               | 11                       | 840               |
| Social Prescribing  | 776               | 1                        | 777               |
| <b>Social Work Support (A&amp;E, Case management, Supported Discharge):</b>       |                   |                          |                   |
| Single Point of Access  | 100               |                          | 100               |
| Fast Response Twilight Service (TRFT)   | 60                |                          | 60                |
| Fast response Nursing team(TRFT)  | 60                |                          | 60                |
| Supported Discharge Pathways Team   | 432               | 1                        | 433               |
| Early Planning Team   | 230               |                          | 230               |
| Mental Health Crisis Team   | 36                |                          | 36                |
| Care Co-ordination Centre   | 808               | 4                        | 812               |
| <b>THEME 5 - Supporting Carers</b>  |                   |                          |                   |
| <b>Carers Support Service:</b>  |                   |                          |                   |
| Early Planning Team   | 237               |                          | 237               |
| Carers Emergency Service  | 78                |                          | 78                |
| Direct Payments (Older People)  | 250               | 1                        | 251               |
| Carers Centre   | 35                |                          | 35                |
| Crossroads  | 50                |                          | 50                |
| <b>THEME 6 - Infrastructure</b>   |                   |                          |                   |
| Joint Commissioning Team  | 49                |                          | 49                |
| IT to support Comm Trans  | 192               |                          | 192               |
| <b>RISK POOL</b>  |                   |                          |                   |
| Risk pool   | 500               |                          | 500               |

| Better Care Fund Budget 2021-22   | Budget<br>2020-21 | Additional<br>Investment | Budget<br>2021-22 |
|---|-------------------|--------------------------|-------------------|
|   | £'000             | £'000                    | £'000             |
| <b>Improved Better Care Fund</b>  |                   |                          |                   |
| Adaptation of Liquid Logic to support care pathways   | 88                |                          | 88                |
| Rotherham System Wide Escalation Management Tool  | 70                | (70)                     | 0                 |
| Head of Service for Adult Care, Operations, Integration and Transformation                                | 92                | (92)                     | 0                 |
| RMBC / TRFT joint partnership provider lead post  | 8                 | (8)                      | 0                 |
| Rotherham Place DTOC Project Manager, to manage and oversee implementation of the agreed DTOC action Plan | 80                |                          | 80                |
| Age Uk 'Back to Home'   | 20                | (20)                     | 0                 |
| Health Inequalities   | 0                 | 90                       | 90                |
| Trusted Assessor  | 70                |                          | 70                |
| Social Care Sustainability  | 7,244             |                          | 7,244             |
| Engagement with the independent sector providers in respect of fee increases due to increase in NLW       | 4,225             |                          | 4,225             |
| Changes to HMRC in relation to sleep in arrangements - impact on LD provider fees                         | 553               |                          | 553               |
| External Shared Lives support/Supporting LD transformation  | 200               |                          | 200               |
| Advice and Guidance VCS support - SPA   | 50                |                          | 50                |
| Social Isolation  | 10                | (10)                     | 0                 |
| Speak up  | 0                 | 50                       | 50                |
| Additional Legal Support Costs  | 0                 | 60                       | 60                |
| Attain  | 0                 | 300                      | 300               |
| My Front Door   | 0                 | 350                      | 350               |
|   |                   |                          |                   |
| <b>Winter Pressures/Population Health</b>   |                   |                          |                   |
| Re-ablement capacity to commission additional hours during winter   | 100               | (100)                    | 0                 |
| Tactical Brokerage  | 110               |                          | 110               |
| Resource for Winter Bed Capacity  | 500               |                          | 500               |
| Intermediate Care Pathway triage - double running costs   | 200               | (200)                    | 0                 |
| Integrated Discharge Team   | 358               |                          | 358               |
| Mental Health Transformation  | 77                | (77)                     | 0                 |
| Targeted Review Team  |                   | 377                      | 377               |
| Reablement  |                   | 521                      | 521               |
| IDT   |                   | 289                      | 289               |
| Additional Winter Capacity  |                   | 151                      | 151               |
| Spot purchase reablement beds   | 90                | 17                       | 107               |
| Perform Plus  | 45                |                          | 45                |
| Additional OT capacity - extension of contract in SPA   | 25                | (25)                     | 0                 |
| Digital Lead Project Manager  | 61                |                          | 61                |
| Commissioning - Brokerage support   | 123               | (123)                    | 0                 |
| LD Transformation (Attain replacement)  | 80                | (80)                     | 0                 |
| In-house transition support   | 24                | (24)                     | 0                 |
| Double Handling - IMC beds at Davies Court  | 0                 | 100                      | 100               |
| Additional Winter capacity  | 0                 | 100                      | 100               |
| Reablement - 2 posts  | 0                 | 87                       | 87                |
|   |                   |                          |                   |
| IDEA Small Grants - Assessment & Review Co-ordinator  | 0                 | 15                       | 15                |
|   |                   |                          |                   |
| <b>GRAND TOTAL</b>  | <b>42,690</b>     | <b>2,796</b>             | <b>45,486</b>     |