HEALTH AND WELLBEING BOARD

Venue: Wentworth Woodhouse, Date: Wednesday 25 January 2023

Rotherham S62 7TQ

Time: 9.00 a.m.

AGENDA

- 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 held on 23rd November, 2022 (Pages 3 17)
- 8. Compassionate Approach Sue Turner and Rebecca Woolley, Public Health Specialists, to present
- 9. Tobacco Control Alliance (Pages 19 50)
 Gilly Brenner, Public Health Specialist, to present
- 10. Social Prescribing
 Barry Knowles, Voluntary Action Rotherham, to present
- 11. South Yorkshire Integrated Care Strategy (Pages 51 122) Councillor Roche, Chair, to present
- 12. Update on Aim 4
 Paul Woodcock, Strategic Director, Regeneration and Environment, and Laura Koscikiewicz, South Yorkshire Police, to present

- 13. Update on Health and Wellbeing Strategy Action Plan (Pages 123 169) Leonie Wieser, Policy Officer, to present
- Board Sponsors' Role
 Verbal update by Councillor Roche, Chair, and Leonie Wieser, Policy Officer
- 15. Better Care Fund Governance BCF Section 75 agreement (Pages 171 264) Councillor Roche, Chair, to present

For Information

- 16. Items escalated from Place Board Sharon Kemp, RMBC Chief Executive and Chris Edwards,
- 17. Adult Social Care Hospital Discharge Fund (Pages 265 280) Karen Smith, Adult Care, Housing and Public Health
- 18. Rotherham Place Board 19th October 2022 (Pages 281 287)
- 19. Rotherham Place Board ICB Business 19th October 2022 (Pages 289 293)
- 20. Future Board Meeting Dates

Wednesday, 2023

28th June

27th September

22nd November

2024

24th January

27th March

26th June

25th September

27th November

2025

22nd January

26th March

commencing at 9.00 a.m. venue to be confirmed

21. Date and time of next meeting Wednesday, 29th March, 2023, venue to be agreed

HEALTH AND WELLBEING BOARD Wednesday 23 November 2022

Present:-

Councillor David Roche Cabinet Member, Adult Social Care and Health

Chair

Chris Edwards Place Director, NHS South Yorkshire Integrated

Care Board

Lydia George Strategy and Delivery Lead, Rotherham Place,

NHS South Yorkshire Integrated Care Board

Dr. Jason Page Medical Director, NHS South Yorkshire Integrated

Care Board

Dr. Neil Thorman GP Representative, NHS South Yorkshire

Integrated Care Board

Director of Public Health, Rotherham MBC Ben Anderson Suzy Joyner Strategic Director, Children and Young Peoples'

Services, Rotherham MBC

Chief Executive, Rotherham MBC Sharon Kemp

Ian Spicer Strategic Director, Adult Social Care, Housing, and

Public Health, Rotherham MBC

Strategic Director, Regeneration and Environment, Paul Woodcock

Rotherham MBC

Laura Koscikiewic Chief Superintendent, South Yorkshire Police

(SYP)

Sheila Lloyd Interim Chief Executive, Rotherham, Doncaster,

and South Humber NHS Foundation Trust

(RDaSH)

Michael Wright Deputy Chief Executive, The Rotherham NHS

Foundation Trust (TRFT), (representing Dr.

Richard Jenkins)

Report Presenters:-

Ruth Fletcher-Brown Specialist, Public Health, Rotherham MBC Phil Hayes

Chief Executive, Rotherham Federation of

Communities

Claire Smith Deputy Director, Rotherham Place, NHS South

Yorkshire

Also Present:-

Leonie Weiser Policy Officer

Kelsey Broomhead Practitioner Apprentice, Public Health

Apologies for Absence:-

Councillor Aveyard, Shafiq Hussain, Natalie Palmer. Kathryn Singh, Shayne Tottie

35. DECLARATIONS OF INTEREST

There were no declarations of interest.

36. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS

The Chair confirmed that no questions had been submitted.

37. COMMUNICATIONS

The Chair described an upcoming meeting with the Integrated Care Partnership regarding the Integrated Care Board (ICB) focus on health inequalities which was scheduled to take place on 3 February, 2023. Special guests had also been invited to speak at the event.

The Chair invited representations to be made privately in respect of whether voluntary aid groups joining the Integrated Care Partnership (ICP) should be given remuneration for their attendance. It was noted that other membership of the ICB had not been offered remuneration.

The Chair also noted that there was representation from Police and Fire on the ICB, and consideration was being given to proportionate representation from universities in the area.

38. MINUTES OF THE PREVIOUS MEETING

Consideration was given to the minutes of the previous meeting.

Further to Minute No. 20 of 21 September, 2022, it was noted that an update on social prescribing was in progress as more work had been done in this area. The update would be provided at the January meeting.

Resolved:-

- 1) That the minutes be approved as a true and correct record of the proceedings.
- 2) That an update on social prescribing be submitted to the next meeting.

39. BETTER MENTAL HEALTH BEFRIENDER PROJECT

Consideration was given to a PowerPoint presentation in respect of the Better Mental Health Befriending Project. The Chair welcomed the Executive Officer of Rotherham Federation of Communities (RotherFed) and Specialist, Public Health, to present. The presentation described the context of the work. In early 2021, Health and Social Care had announced a funding stream as part of the Local Plan which supported projects delivered in partnership with various third sector organisations. The projects focussed on schools, workplaces, and built on existing good

practice in the voluntary sector. The Befriending Project grew out of this work. The presentation covered the background of the project, an overview of the project, outcomes of the project, including a breakdown of the beneficiaries of the project, key achievements, and recognition received.

The background of the project was illustrated with the following points:

- 8.3% of Rotherham residents have a low happiness score according to the annual population survey, 20/21 (lower value is better) – (chart, right).
- In all, 81 (49%) Rotherham neighbourhoods (Lower Super Output Areas or LSOAs) rank among the 30% most deprived in England and 36 LSOAs (22%) are in the top 10% most deprived. There are 167 LSOAs in total in Rotherham.
- The estimated prevalence of common mental health disorders for Rotherham is 18.6%; this is higher than that for Yorkshire and the Humber and England (2017).
- Data from 2018/19, show 12% or Rotherham residents reported a long-term mental health problem, which is significantly higher than the England value of 9.9%.

An overview of the project was illustrated:

- Rotherham befriending network formed in 2020 in response to covid. Network chaired by RotherFed.
- Public health Rotherham successful with application summer 2021
 3 projects including "Befriending."
- PH commissioned RotherFed to lead partnership of VCS befriending providers.
- Rotherham befriending project began in September 2021 ending in May 2022.
- Project supported lonely and isolated residents to take the next steps back into community life.
- Through social engagement, training, local activities, TARAs, community group involvement, etc.

Outcomes and targets of the project were:

- Target of 800 Rotherham residents supported through this project
- Areas of deprivation a key focus of OHID Bottom 30% LSOAs
- · BAME communities also a key focus for OHID
- WEMWEBS beneficiary assessments for all involved
- Case studies produced by each provider each month
- 'Be a good neighbour' campaign created and launched

A breakdown of the beneficiaries of the project was provided:

- 835 Rotherham residents were supported.
- 76% of beneficiaries were female 24% were male.
- 34% of beneficiaries were from BAME communities.
- 28% of beneficiaries were living with a disability; 57% were not, and 15% were unknown.
- 525 residents (63%) live in most deprived 30% LSOAs in England.

Achievements of the project were also described:

- WEMWBS Warwick-Edinburgh Mental Wellbeing Scale (for ages 13+) was used a first and second assessment was completed with all beneficiaries. The mean score at first assessment was 40.22, at second assessment 49.38. This increased by 9.22 and is classed as "significant" change. It was felt that the "scores" as detailed in the report were extremely pleasing and clearly showed the improvements to mental health and the positive "distance travelled" within the beneficiary cohort. The approach was to make the assessment process a key part of the delivery from the start, with frontline teams accountable for completing 'before' surveys with beneficiaries as soon as is practicable. Teams made beneficiaries aware that these two surveys are important as they are not only a funding requirement, but also provide the beneficiary with the chance to see how they have progressed in the process.
- The project supported 815 residents of Rotherham who were lonely and isolated both due to the impact of Covid but also prior to the pandemic, with additional "next steps" support to take part in community life, engage socially with others and improve their mental health and wellbeing.
- This diverse group of providers involved have offered varied services to a range of client groups such as BAME, older people, young people and families, people with mental health issues, and cover the whole life course within the partnership to ensure access and delivery into BAME communities, supporting adults of all ages, focusing on those living in statistically deprived locations, and supporting the wider family through our approach.
- There were 42 case studies produced for this project and 4 videos and 1 social media clip for the 'be a good neighbour campaign'.

The project had received recognition in several ways:

- Befriending project performance was highlighted by OHID across the network/programme.
- RotherFed was involved in 'testing' assessment/data capture processes for OHID.
- Blogs were created at OHID request and shared on their 'knowledge hub.'
- A Befriending project article was created by RotherFed for 'spotlight' section on knowledge hub.
- Project case studies were submitted to project evaluators centre for mental health (CFMH).
- RotherFed have taken part in additional sessions with CFMH evaluation and OHID best practices.

The impact of the project was noted, specifically, where peer support was observed to be breaking down more barriers than professional support. This meant that access to support services was better as a result of the peer support element. The presentation emphasised that, not only were outcomes achieved, but the data was captured well. Befriending had led to access to wider support services and reached communities inclusively.

During the ensuing discussion, the following points were raised/clarified:

- Thanks to RotherFed for added value on befriending services.
- Current relevance and potential reach of this work to support people affected by rising cost of living.
- How this programme linked up with other initiatives as a conduit into services.
- The need to remember that all ages are affected and share a need for connection.
- The positive impact of intergenerational befriending.

Resolved:-

1) That the update and the success of the Befriending Programme be noted.

40. LONELINESS ACTION PLAN

Consideration was given to a presentation by Public Health Specialist Ruth Fletcher-Brown and Public Health Practitioner Apprentice Kelsey Broomhead in respect of a refresh of the Loneliness Action Plan. The Plan had been developed pre-pandemic. Loneliness was noted as a contributing factor mental and physical health. The presentation noted achievements across partner organisations during the pandemic, not only among older people but across the life course.

The Partners represented on the Better Mental Health for All Group include:

- Children, Young People and Families Consortium
- Crossroads
- Healthwatch Rotherham
- NHS South Yorkshire
- RDaSH (mental health provider)
- Rotherham NHS Foundation Hospital Trust
- RMBC Adult Care, Housing and Public Health (including Neighbourhoods)
- RMBC Children and Young People's Services
- RMBC Communications
- RMBC Culture, Sport and Tourism Service, Regeneration and Environment
- Rotherham Federation
- Rotherham United Community Sports Trust (RUCST)
- South Yorkshire Police

The local and national picture around loneliness was presented, as demonstrated by the Office for National Statistics (ONS). The latest annual report for tackling loneliness (February 2022) is still following 3 overarching objectives:

- 1. Reduce stigma by building a national conversation on loneliness, so that people feel able to talk about loneliness and reach out for help.
- 2. Drive a lasting shift so that relationships and loneliness are considered in policymaking and delivery by organisations across society, supporting and amplifying the impact of organisations that are connecting people.
- 3. Play our part in improving the evidence base on loneliness, making a compelling case for action, and ensuring everyone have the information they need to make informed decisions through challenging times.

The strong message from the report was that tackling loneliness will require a response from public sector staff, employers and businesses, communities, and individuals. These organisations working together as one will lead to a more connected society.

The COVID-19 impact and risk factors for loneliness were noted. Vulnerable groups identified in Rotherham as part of the refresh of the loneliness action plan with stakeholders were:

- Young people
- · Domestic abuse victims
- Migrants
- Ukraine refugees
- People with learning difficulties (such as autism)

Helpful resources on loneliness were provided, as well as an outline of the key aims, objectives, and associated actions. Key aims were:

- Aim 1. To make loneliness everyone's responsibility.
- Aim 2. Improving how organisations and services in Rotherham connect people at risk of experiencing loneliness to support.
- Aim 3. Make it easier for people living and working in Rotherham to access information about local community groups, activities and support services for loneliness.
- Aim 4. Spread good practice and encourage knowledge sharing on tackling loneliness across Rotherham.

The presentation also described a call for evidence. Evidence would be considered at the stakeholder meeting, which ensured that the refreshed Plan linked into existing plans and strategies to emphasise collective responsibility. The Plan was being progressed through the Better Mental Health for All Group.

In ensuing discussion, the following points were raised/clarified:

- Potential links complementing social prescribing which would be further defined by the stakeholder group.
- Ongoing conversations with library staff to find out how to further promote the offer of warm spaces at thirteen libraries.

 The continued work of the befriending network facilitated through RotherFed, linking up with libraries through "Warm Welcome." Not all the offer from Warm Welcome available in Rotherham was online, so further updates to the live online document were warranted.

Resolved:-

1) That the Loneliness Action Plan be endorsed as a live Plan.

41. WINTER PLAN

Consideration was given to a PowerPoint presentation in respect of the Winter Plan, presented by the Deputy Place Director, Claire Smith. The presentation identified the plans of Place Partners to meet challenges in the system, moving into the winter. The approach involved coordinating response and included workshops around thinking differently to capture learning from previous years. The Plan was developed in collaboration with all Place Partners and had been agreed through the Urgent Emergency Care Board.

The presentation highlighted the following points in implementation of the Plan that will be different this year, in terms of acute care provision, community services, primary care, children and young people, mental health, and the wider system:

Acute

- Admission avoidance in UECC extending social work function and expanding to include Voluntary Sector
- Transport provision to be extended based on capacity/demand planning by 31st October 22.
- Continued increased utilisation of Same Day Emergency Care (SDEC) facilities with extended opening hours and additional consultant resource through winter by 31st October 22.
- Increased opening hours of discharge lounge. Additional capacity/orthopaedic footprint will allow continuation of electives when under operational pressure by 30th November 22.

Community

- Implementation of Discharge to Assess (D2A) at home pathway including additional resource (nursing/therapy) and a shift of resource from Acute to Community by 30th November 22
- Home care capacity increase Bridging service to support D2A pathway by 30th November 22
- Additional community short stay beds in care homes will support effective flow by 31st October 22

Primary Care

- Primary care will run at full core capacity, with Enhanced Access and same day care provided by PCNs from 1st October 2022
- PCN offer of Enhanced Access delivery additional clinical backfill to enable longer appointment times and discharge from hospital reviews
- Flu and Covid Vaccinations for patients delivered as a system using PCN/place footprint for delivery

Children and Young People

- Self-help support and wider public health information will be promoted
- CYPs Crisis & Intensive Community Support Team will engage to provide risk assessment/care/treatment to avoid re-presentation at UECC
- The Me in Mind Teams will work intensely with schools to support resilience and provide early intervention where children and young people are showing the early sign of emotional distress.

Mental Health

- Delivery of mental Health communications plan
- Development of safe space crisis drop in as an alternative to crisis team providing emotional and practical support to people in need.
- RDASH patient flow team expanded to ensure effective flow through system and reduce risk of OOA placements
- Crisis accommodation commissioned until March 23

System

- Agreed approach to Winter and System Exceptionality meetings re Covid Outbreaks in Care Homes in place.
- Communications plan across Place including refresh of 'Home First' principles.

The presentation noted several areas that were working well:

- Place winter plan developed in collaboration with all partners, aligned to UEC priorities
- Strong relationships with agreed escalation to executive level for assurance
- Elements of plan already delivered across Place IBCF c. £500K identified to support discharge and flow:
 - Additional transport 1xcrew daily
 - Extension of social work into UECC
 - Additional community beds (including covid if needed)
 - Discharge to Assess pathway resource into nursing and therapy
 - Additional home care bridging service
- Virtual wards pathways agreed and recruitment underway
- Urgent Response 2hr implemented 9 clinical conditions met, meeting 70% national threshold with growing trajectory

The presentation also identified the key challenges associated with delivery of the Winter Plan:

- System challenges leads to firefighting not transformation
- Demand, complexity of patients and delayed discharges impacting on performance at times of pressure
- Maintaining an elective programme
- Risk of further bed reductions in acute Due to cohorting flu and covid19
- Pressures on social care provision home care market
- Workforce challenges:- Sickness, morale, and mental health.
- Risk of recruiting to winter resource

In the ensuing discussion, the following points were raised/clarified:

- It was felt that plans were as good as they can be for dealing with what was to come.
- All partners recognised that this was expected to be an extremely challenging winter. Plans had therefore been thoroughly tested.
- The approach across Place Partners would be characterised by close contact and flexibility, and by check and challenge on a weekly basis going into the new year.
- In support of the Winter Plan, the Trust (TRFT) was undertaking meetings three times each week to discuss discharge, assess and improve flow within the Trust.
- The continued need for prevention efforts to reduce acuity of sickness and help reduce the length of admissions.

Resolved:- 1) That the Winter Plan be noted.

42. SOUTH YORKSHIRE INTEGRATED CARE PARTNERSHIP/PLANNING

Consideration was given to an update presented by the Deputy Place Director in respect of progress made by South Yorkshire Integrated Care Partnership (ICP) relating to engagement that has been done around the strategy. The strategy was required by December 2022 and was intended to engage with scrutiny and with partners.

Work in progress around shared outcomes was described, with workshops undertaken at ICP levels. Engagement work sought to ensure and promote the following shared outcomes:

Ensuring the best start in life for children & young people

- Every child is ready for school
- Improved school attainment for looked after children
- Every child is thriving, enabled and supported to have good mental and physical health and to maximise their capabilities

Enabling people to live longer and healthier lives

- People living longer healthier lives, enabled to have good mental and physical health, living and ageing well with reduced premature mortality.
- People living in safe communities that provide opportunities to be active, access good employment & good quality housing.
- People have better access to public services that are integrated eg primary care

Improving the physical & mental health & wellbeing of the poorest and most vulnerable fastest

- We have increased understanding of and ability to work with communities with the greatest needs.
- Those in greatest need are enabled to improve their health & wellbeing to live healthier lives for longer.
- Equitable health outcomes for all in South Yorkshire.

Supporting people to live in safe, strong and vibrant communities

- Freedom from harm, eg reduced air pollution, drug & alcohol use, crime
- Creating connected communities, using estate, assets & growing community, working with voluntary sector (VCSE)
- · Developing resilient communities that are strength based

Equipping people with the skills and resources they need to thrive

- Everyone is enabled to develop skills to work or contribute
- Improved access to information, services and navigation to support health and wellbeing for all groups
- Improved trust in services & reduced stigma

Discussion ensued and the following points were raised/clarified:-

- It was felt that the documentation of the progress and lines of direction had been excellent.
- Everything in the Strategy should be picked up by the Health and Wellbeing Plan.
- The joint committee of the ICP/ICB should recognise differences in places within South Yorkshire, with Health and Wellbeing Board making sure they are pushing the message out to orgs across the Borough.
- The first iteration of the Strategy that will be ready in December will be the start and not the finished article.
- The need to reach out to communities and strategically mobilise actions.

Resolved:- 1) That the report be noted.

43. BETTER CARE FUND UPDATE

Consideration was given to a report providing an update on progress in respect of the Better Care Fund. The report was presented by the Deputy Place Director. It was noted that, every year, as part of the Better Care Fund, a call off partnership order is produced, which explains the projects between the ICB and the Council associated with the Better Care Fund. A policy framework was published every year, already into the new financial year, which impacts on governance arrangements. Therefore the 2021 framework was the one currently operating; however, a robust structure will be in place for 2023.

In the ensuing discussion, the following points were raised/clarified:-

- Section 5.1 of the briefing was highlighted as relevant to tackling health inequalities.
- This was a statutory agreement between NHS South Yorkshire, the ICB, and Council. Following on from the pandemic, the governance needed updating, but a plan was in place to achieve this.
- Dates for Better Care Fund are fixed externally, but now there was more flexibility to allow dates to be aligned in future.

Resolved:-

1) That the Section 75 Framework Agreement and Better Care Fund (BCF) Call-Off Partnership / Work Order for 2022/23 be approved.

44. TARGETED LUNG HEALTH CHECKS

Consideration was given to a presentation by Dr. Jason Page, Clinical Director South Yorkshire and Bassetlaw Targeted Lunch Health Checks (THLC) in respect of bringing the TLHC programme to Rotherham Communities. The presentation illustrated work by the South Yorkshire and Bassetlaw Cancer Alliance to improve on cancer diagnosis and reduce the mortality of lung cancer. The presentation highlighted the following achievements and aims of the programme:

- NHS Long Term Plan; deliver ambition to diagnose 3 out of 4 people with cancer at an early stage by 2028.
- Phase 1: Doncaster first area in SYB Cancer Alliance to introduce Targeted Lung Health Check service. First scan March 2021; last locality/Central area at present.
- Phase 3: Expansion will bring TLHCs to 20 new areas including Rotherham, Barnsley and Bassetlaw.
- NHSE&I expects to rollout the programme nationally to improve lung cancer diagnosis by 15%.

- Primary aim to reduce mortality from lung cancer; currently causes more deaths than any other cancer in the UK. Often no symptoms at the earlier stages and it is regularly diagnosed late. If caught early, it's much more treatable and the survival rate is much higher.
- Offers people aged 55-74 who have ever smoked the opportunity to have a Lung Health Check; an assessment of lung cancer risk (including smoking cessation advice/referral) and those with a higher risk of lung cancer are offered a Low Dose CT scan, spirometry and a BP check.

The collaborating partners were described. Key outcomes from the pilot of the programme in Doncaster were noted. As of 28 October:

- More than 40,000 patients referred by 38 GP practices
- More than 18,500 patients enrolled
- More than 17,700 LHCs Completed
- More than 10,000 LDCT scans completed (including follow ups)
- 487 people started a smoking cessation course with YSD
- 387 people set a quit date
- 257 people achieved a 4-week quit (66%)
- 179 cancers had been confirmed: 135 lung cancers, 44 other cancers
- 102 (76%) lung cancers had been found at an early stage
- 72% of patients were suitable for curative treatment (3% decision pending)

The presentation also provided a breakdown of secondary care and tertiary care referrals, stages of lung cancer diagnosis, and treatment modalities from the Doncaster LHC Multi-disciplinary Team.

The presentation also illustrated the agreed Rotherham/Barnsley pathway for TLHC, along with Rotherham trajectories and timescales for key phases. The presentation emphasised opportunities to apply learning from the Doncaster programme to help tackle health inequalities in the Bassetlaw, Rotherham, Barnsley extension. Key groups to engage in the programme were also identified.

Discussion ensued, and the following points were raised/clarified:

- The age group of the cohort was instructed by the NHS. Most of the patients who do curative treatment do need surgery.
- The culture in South Yorkshire tends toward late presentation; therefore, information and messaging around early presentation needs to accompany prevention and early intervention efforts.
- Initial feedback has been positive, and people have been engaged.

Resolved:- 1) That the presentation be noted.

45. UPDATE ON AIM 1 OF THE HEALTH AND WELLBEING STRATEGY

Consideration was given to a presentation in respect of Aim 1 of the Health and Wellbeing Strategy presented by the Vice-Chair of NHS South Yorkshire and the Rotherham MBC Strategic Director for Children and Young People's Services. Aim 1 was highlighted: "All children get the best start in life and go on to achieve their full potential."

Two key priorities of Aim 1 were noted:

- Develop our approach to give every child the best start in life.
- Support children and young people to develop well. Under this priority, our presentation will have a specific focus on mental health

Key crosscutting areas of progress were noted in respect of both priorities:

- Best Start and Beyond Framework has been finalised and endorsed by the HWBB at the September meeting.
- 'Mobilisation and launch 0-19 service': TRFT was successful in winning the tender and mobilisation has now started and is currently on track for the new service to start in April 2023.

Key areas of progress in respect of Priority 1 were noted:

- Internal and external stakeholder meetings had commenced to agree an action plan to achieve formal ratification of 'Breastfeeding Borough' declaration.
- A communications plan was to be in place by January 2023.

Key areas of progress in respect of Priority 2 were noted:

- Sign up paperwork for Family Hubs has been approved and submitted to government DfE and DHSC
- 'Focus on improving early years take-up in targeted areas of Rotherham (Central) to have wider holistic benefit on key development measures': 88.1% of eligible two-year-olds were taking up a place in the Summer term - the highest recorded position for a Summer term.

Discussion ensued and the following points were raised/clarified.

- Sponsors for each aim were being identified.
- Ofsted inspections returned a judgement of Good across the board.
- The area of support for children in care and care leavers moved from requires improvement to good, so this was an accomplishment.
- The next updated on the strategy would be invited by the Policy Officer.

Resolved: - 1) That the presentation be noted.

46. UPDATE ON HEALTH AND WELLBEING STRATEGY ACTION PLAN

Consideration was given to an update on the progress with objectives in the Health and Wellbeing Board Strategy action plan.

Resolved: 1) That the update be noted.

47. HEALTH AND WELLBEING BOARD TERMS OF REFERENCE

Consideration was given to a report in respect of the Health and Wellbeing Board Terms of Reference. The changes were noted:

- Dr Jason Page had been added as Vice-Chair.
- The previous three CCG members of the Health and Wellbeing Board had been replaced with two ICB representatives, including the ICB Rotherham Place Director, the ICB Medical Director for Rotherham Place, and a GP representative.
- 'Senior representative, NHS England South Yorkshire and Bassetlaw' had been removed from the membership list as representation was now through the ICB/NHS South Yorkshire.

The finalised report was submitted for endorsement. The next scheduled review of the Terms of Reference was May/June 2023. Discussion ensued and the following points were raised/clarified:

- An observer was still being sought by the Health and Wellbeing Board, and discussions were underway with opposition leadership to appoint an observer.
- A new RDaSH representative would also be appointed.
- The HWBB tied into the Children's Safeguarding Board through the Rotherham Together Partnership and Safer Rotherham Partnership.

Resolved: 1) That the updated Terms of Reference be approved.

48. ISSUES ESCALATED FROM THE PLACE BOARD

No issues were escalated from the Place Board, as the Winter Plan had been the key area of focus.

49. MINUTES OF THE ROTHERHAM PLACE BOARD

Consideration was given to the minutes of the meeting of the Rotherham Place Board: ICB Business, which took place on 13 July 2022.

Resolved:- 1) That the minutes of the Rotherham Place Board be noted.

50. DATE AND TIME OF NEXT MEETING

Resolved:-

1) That the next scheduled meeting of the Health and Wellbeing Board be held on 25 January 2023, commencing at 9:00 am at Wentworth Woodhouse.

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	ТО:	Health and Wellbeing Board
	DATE:	25 th January 2022
BRIEFING	LEAD OFFICER	Gilly Brenner
	TITLE:	Tobacco control update

Background

1.1 Despite a huge decrease in the number of people who smoke in the last 10+ years, smoking remains the leading cause of preventable and early deaths in the UK and Rotherham.

Prevalence of smoking in Rotherham is significantly higher than for all-England. Approximately 16.9% of Rotherham adults (around 35,400 people) were smokers in 2021 compared to 13.0% nationally.

From 2017-19, there were **1,272 smoking attributable deaths in Rotherham** – a rate of 271 deaths per 100,000 population. **This is significantly worse than the England rate** of 202 or the Yorkshire and the Humber rate of 239 deaths per 100,000 population

An estimated 13,836 Disability Adjusted Life Years (DALYs) in Rotherham were caused by smoking in 2019 alone. This accounts for 16% of all DALYs in Rotherham - making smoking the single greatest contributor to the total burden of disease locally.

Rotherham performs significantly worse than all-England for most indicators used to monitor the impact of smoking on population health.

Indicator	Rotherham	All England
Smoking attributable hospital admissions: Directly standardised rate per 100,000 population (2019/20)	2,023	1,398
Smoking attributable deaths: Directly standardised rate per 100,000 population (2017-19)	271	202
Smoking at time of delivery (2021/2)	12.8%	9.1%

Smoking is the single largest driver of health inequalities in England.

The more disadvantaged someone is, the more likely they are to smoke and to suffer from smoking-related disease and premature death.

Rates of smoking are considerably higher amongst some groups, including:

- People who work in routine and manual occupations
- People from lower socioeconomic groups
- People with long term mental health conditions
- People with drug and alcohol additions

- People from some ethnic groups including mixed ethnic groups and white British populations
- LGBTQI+ people

Inequalities in Rotherham that are more pronounced than seen nationally. For example, the odds of smoking amongst routine and manual workers in Rotherham are 2.45 times those of the general population, compared to an odds ratio of 2.22 nationally.

1.2 Investment in tobacco control is highly cost effective. Every £1 spent on smoking cessation services estimated to deliver a saving of £10 in future health care costs and health gains.

Despite this, there has been a national and local decline in spending on tobacco control. In Rotherham, spend on tobacco control per head of population fell by 49% between 2013 and 2018 within the context of overall cuts in PH spending. Local spend on tobacco control per head of population is now lower than for all England, and other authorities in Rotherham's deprivation decile.

- This briefing provides an update on measures being taken locally to improve tobacco control, and seeks approval for:
 - A 3-year multi-partner tobacco control workplan for Rotherham.
 - A multi-partner vaping / e-cigarette position paper for Rotherham.
 - A dashboard of indicators to monitor progress towards a smokefree Rotherham by 2030.
 - Plans to endorse the NHS Smokefree Pledge and Local Government Declaration on Tobacco Control.

Key Issues

- **2.1** Context at local level in 2022:
 - In early 2022 an internal audit and a health needs assessment were undertaken to identify gaps in Rotherham's current tobacco control programme. Both reviews recommended that a group be established to coordinate tobacco control activities and resources. The reviews also identified a range of measures required to strengthen and align Rotherham's tobacco control work with best practice.
 - 2022 has also seen the re-commissioning of community smoking cessation programme (currently out to tender) and the re/launch of Health Checks and Lung checks programmes – both of which identify and refer residents to smoking cessation support services.
- **2.2** Context at national level in 2022:

- The Khan Review (an independent review into the government's ambition to be smokefree by 2030) was published, identifying four critical 'must do' national recommendations:
 - Urgently invest £125m per year in interventions to reach smokefree 2030.
 - Raise age of sale of tobacco by one year, every year.
 - Offer vaping as a substitute for smoking, alongside accurate information on the benefits of switching, including to healthcare professionals.
 - The NHS needs to prioritise prevention, with further action to stop people smoking, providing support and treatment across all its services, including primary care.
- The Local Government Declaration on Tobacco Control (originally signed by Rotherham Council in 2014) and the NHS Smokefree Pledge were relaunched to reflect the government's ambition to be smokefree by 2030.
- Publication of a new Tobacco Control Plan for England (originally due in 2020) was further delayed.
- In response to these local and national developments, a multi-partner Rotherham Tobacco Control Steering Group has been formed with membership drawn from:
 - Rotherham Council (Public Health Team; Housing Team; Regulation & Enforcement Team; School Improvement Service; Communications Team; Commissioning)
 - TRFT (Healthy Hospitals / QUIT team; Specialist midwife team; RDASH)
 - CCG & PCN
 - Local Pharmaceutical Committee
 - South Yorks. Fire & Police services
 - Get Healthy Rotherham

The group is chaired by Gilly Brenner (Rotherham Council Public Health Consultant) and meets monthly to coordinate shared areas of work.

Since its formation, the Tobacco Control Steering Group has worked to develop a multi-partner tobacco control work plan for Rotherham (2022-2025) outlining actions required to deliver a smokefree Rotherham by 2030 (i.e. <5% of the population smoking by 2030).

The Rotherham tobacco control workplan (attached) draws on recommendations from:

- The Khan Review
- The What Good Looks Like guidance on tobacco control
- The 2022 Rotherham tobacco control audit and health needs assessment
- Plans from partner organisations across the Borough.

	The resource implications of the proposed action plan for RMBC are still being reviewed and several items are subject to fund availability.
2.5	To support monitoring of progress towards a smokefree Rotherham, a dashboard of indicators has been developed incorporating a range of nationally and locally identified measures (attached).
2.6	In addition, the Tobacco Control Steering group convened local partners to

In addition, the Tobacco Control Steering group convened local partners to develop a position paper on e-cigarettes / vaping designed to improve consensus and coordination across the borough.

The position paper (attached) was developed with partner and expert input through a participatory workshop and consultative drafting process coordinated by the Council's Public Health team. The partner workshop sort to generate consensus on how to ensure that there is access to e-cigarettes as an effective harm reduction tool and quitting aid for existing smokers - without inadvertently contributing to a growth in the uptake of vaping amongst non-smokers (especially children and young people) through normalisation, or glamorisation of vaping.

Implications for Health Inequalities

- The papers presented here seek to address health inequalities caused by variance in smoking rates between socio-economic, ethnic and other groups via a range of measures:
 - The attached workplan includes an explicit focus on eliminating variance in rates of smoking as one of five strategic aims for tobacco control in Rotherham.
 - Existing local smoking cessation programmes do explicitly target groups that are disproportionately affected by smoking:
 - RDASH's specialist smoking cessation programme focuses on people with long term and serious mental health illnesses
 - The Health Checks programme, which is a major source of referrals to smoking cessation services, is targeted at people living in the most deprived LSOAs in Rotherham.
 - The existing community smoking cessation programme (delivered by Get Healthy Rotherham) has performance targets focusing on reaching high prevalence groups including routine and manual workers, ethnic groups with a higher prevalence of smoking etc)
 - There are plans to pilot an e-cigarette programme for drug and alcohol service users.
 - The monitoring framework includes disaggregated monitoring for high prevalence groups to enable tracking of progress.

Recommendations

4.1	It is recommended that the Rotherham Health and Wellbeing Board approve the attached Tobacco Control Action Plan, developed by the Rotherham Tobacco Control Steering Group.
	It is also requested that members of the Board seek to provide the leadership, support and resources required to enable effective implementation of these priority actions within the organisations they represent.
4.2	It is recommended that the Rotherham Health and Wellbeing Board approve the Tobacco Control monitoring framework and dashboard of indicators and to review progress against these indicators regularly.
4.3	It is recommended that the Rotherham Health and Wellbeing Board approve the attached e-cigarette position paper, developed in partnership with key stakeholders across the Borough.
	It is also requested that organisation represented at the Board take steps to endorse the position paper internally by March 2023 and to subsequently align their own practice with the commitments included in the paper.
4.4	It is recommended that the Rotherham Health and Wellbeing Board endorse plans to sign the NHS Smokefree Pledge and (refreshed) Local Government Declaration on Tobacco Control.
	It is also requested that organisations represented at the Board support a coordinated communications push on March 8th 2023 (national No Smoking Day) promoting the declarations and reinforcing messaging around smokefree sites.

Attachments

- 1. Tobacco control workplan
- 2. Tobacco control dashboard of indicators
- 3. E-Cigarette / Vaping position paper
- 4. Local Government Declarations on Tobacco Control and NHS Smokefree Pledge

Appendix 1 TOBACCO CONTROL STEERING GROUP – WORK PLAN 2022/23 – 2024/25

This workplan is aligned against five strategic aims designed to deliver a smokefree Rotherham by 2030

	Ambition: For Rotherhan	n to become smokefree by	/ 2030 (<5% prevaler	ice)
A. Strategy and Coordination. Deliver a coordinated tobacco control policy, strategy, governance and monitoring system	B. Quit for good . Encourage and support smokers to quit for good	C. Enforcement. Tackle suppliers of cheap, counterfeit, and illicit tobacco and nicotine-containing-products through delivery of effective enforcement	D. Reduce variation in smoking rates by tackling inequalities	E. Stop the start. Reduce the number of people taking up smoking, particularly young people
 Create a shared vision, plan, governance structure, and set of policies for effective tobacco control across Rotherham. Improve the availability and use of local data on tobacco use, exposure, and related health outcomes. 	 Provide high quality community-based smoking cessation support Deliver a smokefree NHS. Eliminate tobacco dependence in pregnant women. Work with local employers to help staff to quit. 	 Create a hostile environment for tobacco fraud and underage sales through intelligence sharing. Tackle illegal activity including sales of counterfeit and illegal nicotine containing products. Change perceptions about illegal tobacco sales and the harms of buying and using illegal vape products. 	10. Deliver targeted and tailored smoking cessation services and communications to reach groups with highest prevalence of smoking.	 11. Support schools to minimise uptake of smoking and e-cigarette use amongst Rotherham children and young people. 12. Reduce exposure to second-hand smoke and de-normalise smoking by expanding and enforcing smokefree place policies. 13. Use targeted and mass communication to change attitudes and social norms around smoking and increase quit attempts.

Ref	Action			Ti	imes	cale		Lead	Output	Notes
			22/3 Q4	Q1	202 Q2	3/4 Q3 Q4	2024/ 2025	(support)		
A	Strategy and Coordination. Deliver co	ord	inat	ed t	obad	cco cor	trol po	olicy, strategy, gove	rnance and monitoring sy	stems across
1	Create a shared vision, plan, governance	stru	uctui	re, a	nd s	et of po	licies fo	or effective tobacco c	ontrol across Rotherham	
1.1	Establish Tobacco Control Steering Group (TCSG) with representation from partners across Rotherham	X						Gill Harrison (TC Group partners)	Tobacco Control Group Workplan and Terms of Reference developed and approved by HWBB	Complete
1.3	Renew TC Commitments - RMBC – Local government declaration - RMBC – CRUK motion - TRFT – NHS smokefree pledge			X	X			Gilly Brenner / Cllr Roche Mike Smith	Commitments approved, publicised, and enacted	
1.4	Develop a Rotherham partnership position paper on vaping/e-cigarettes, including use as quit aid and addressing normalisation	X	X					Kate Gray (Sam Longley, Gill Harrison, TC Group)	Policy position paper approved by partner orgs	Rotherham LPC confirmed supportive (12/1/23)
1.5	Review validity of and progress of e- cigarette position paper					X	Х	TC Specialist (TC group)		
1.6	Support development of RMBC Advertising Policy to ensure inclusion of e- cigs and tobacco related restrictions					Х		Kelsey Broomhead (TC Specialist)	Advertising policy incorporating measures on tobacco control approved	
1.7	Maintain partner awareness and buy-in to workplan and progress: - Prevention and enablers group - HWBB		X					TC Group Chair (TC Group)		HWBB Jan 2023 and updates as required

Ref	Action			Ti	imes	cale)		Lead	Output	Notes
		202	22/3				2024/	(aum a mt)			
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(support)		
1.8	Review progress against workplan and strategy (annually) and update					Х		Х	TC Group chair (TC Group)		
1.9	Hold regular information sharing and problem-solving sessions to improve coordination between smoking cessation service providers				X			X	TC Group chair (TC Group)		
1.10	Link with Personalisation Steering Group to ensure that stop smoking approaches in Rotherham focus on individual patient needs and preferences				X				Becky Woolley / Jo Martin		
1.11	Meet with Oral Health Improvement Group to explore opportunities for collaboration			X					TC specialist (Sue Turner, Sarah Robertson)		Meeting scheduled for Feb 2023
2.	Improve the availability and use of local	data	on	toba	ссо	use	, exp	oosure,	and related health ou	utcomes	
2.1	Develop dashboard of indicators, progress measures and targets for Rotherham to enable meaningful tracking of progress against the strategy and action plan		X						TC specialist (Lorna Quinn)	Dashboard of targets and indicators developed and approved by TCSG	In progress
2.2	Use data from CACI to profile existing smokers in Rotherham / identify areas with high prevalence to inform communications and targeting of work.			X	X				Lorna Quinn (TC Specialist)	Local profile of smokers developed to identify groups and geographical areas with highest prevalence	Data now acquired
2.3	Explore opportunities to align Rotherham Schools' Survey questions about smoking		Х	X					Lorna Quinn		In progress

Ref	Action			T	imes	cale)		Lead	Output	Notes
		202	22/3		202	23/4		2024/	(aupport)		
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(support)		
	and e-cig use with national, validated								(TC lead / Schools		
	surveys to enable comparison								survey lead)		
2.4	Conduct targeted behavioural insights /	Х							Becky Woolley	Consultation findings included	Complete
	coproduction research with local									in tender documentation	
	communities to inform stop smoking										
	service development										
2.5	Identify and agree measures for				Χ	Χ			Michael Ng	•	During Better
	monitoring trends in e-cigarette quit rates								(Lorna Quinn / TC		Health contract
	and long-term use amongst stop smoking								Specialist / Service	1 1	mobilisation
	service users								provider)	reported regularly	
0.0	Deview IONA (shapes a series data and	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \							TO On a siglicat		
2.6	Review JSNA tobacco control data and intelligence ensuring integration of	Х				Х		Χ	TC Specialist (Lorna Quinn)		
	smoking dashboard indicators								(Loma Quinin)		
B.	Quit for good. Encourage and suppo	rt sr	nok	ers	to q	uit f	or g	ood			
3	Provide high quality, community-based sm	okin	g ce	ssati	on s	uppo	ort				
3.1	Ongoing delivery of an effective local	Х	Х	Х	Х	Х	Х	Х	Michael Ng	Regular performance	
	smoking cessation service								(Coming Drovidor/o)	monitoring meetings provide	
									(Service Provider/s)	assurance of effective delivery	
3.2	Launch new smoking cessation service –					Х	Х		Michael Ng		Mobilisation of new
	including communicating any contract								(Service provider /		contract in second
	change and adaptations in referral								TC Specialist)		half of 2023
	systems for professionals (including								10 Openianory		
	Dental Practioners, Housing, Fire and Social Services)										
	Journal Jei Vices)										

Ref	Action			T	imes	scale)		Lead	Output	Notes
			22/3 Q4	Q1		23/4 Q3	Q4	2024/ 2025	(support)		
3.3	Review and update MECC training, systems and practice to ensure - alignment with current best practice and policy (including e- cigarette policy) - implementation of very brief advice - easy referral to community smoking cessation services (e.g. through online platform)			X	X			Х	TC Specialist and Phill Spencer (Housing, Social Services, Fire Services, Police etc)	Smoking content for MECC updated to align with best practice and e-cigarette position statement	
3.4	Review opportunities to enhance stop smoking support; and smokefree homes communications to smokers living in social housing (including through very brief advice; referrals to smoking cessation services; targeted messaging) offered through housing services; midwifery services; 0-19 services and other contacts			X	X				TC Specialist and Housing lead (TC group)		
3.5	Deliver MECC across council departments and explore wider partner opportunities – ensuring appropriate evaluation	Х	Х	Х	Х	Х	Х	Х	Phill Spencer (TC Specialist)	MECC commitment in Council plan for 150 attendees/annum	
4	Implement a truly smokefree NHS										
4.1	Provide Tobacco Treatment Services to all TRFT secondary care patients	X	X	X	Х	Х	X	Х	Mike Smith	Expansion to Outpatient and community services	Criteria aged 12 years and over
4.2	Publish 2022 updated TRFT Policy to Promote a Smoke Free NHS Site			Х					Mike Smith	Formal policy publication	Updated vaping position required

Ref	Action			T	imes	scale	•		Lead	Output	Notes
		202	22/3					2024/	(support)		
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(σαρρότι)		
4.3	Provide Tobacco Treatment Services to					Χ			Mike Smith	Increased service activity and	
	household members of admitted children									onward community referrals	household member
											screening required
4.4	Roll out of lung health checks	Х	Х	Х	Х	Х	Х	Х	Michael Ng	Smoking cessation referrals	In progress, good
									(Lung health check	from lung health check	uptake has so far
									provider, ICB)		and referrals to
									provider, 10b)		service
4.5	Regularly identify smokers and refer to	Х	Х	Χ	Х	Χ	Χ	Х	Michael Ng		In progress
	cessation support through NHS Health								(NHS Health checks	from NHS health check	
	Checks								provider/GPs)		
									,		
4.6	Explore potential for quality contract to			Χ					Jo Martin / Rachel		
	include focus on smoking and respiratory								Garrison		
	health – through Core 20+5 agenda										
4.7	Deliver training to Primary Care Trusts			Χ					Jo Martin		Scheduled for Jan
	PLT re. lung health and smoking cessation										12 th
5	Eliminate tobacco dependence in pregna	int w	ome	en							
5.1	Ongoing deliver of Rotherham-wide	Х	Х	Х	Х	Х	Х	Х	Jo Aitkin / Wendy		
	service supporting pregnant women and								Griffith (SATOD)		
	their families to quit smoking during								(Michael Ng; Sam		
	pregnancy								Longley)		
5.2	Review feasibility of delivering an		Х	Χ					Michael Ng / Sam		
	evidence-based incentive-to-quit scheme								Longley / SATOD		
	in Rotherham – targeting low-income								Team		
	families										

Ref	Action			Т	imes	scale)		Lead	Output	Notes
		202	2022/3 Q3 Q4 0		202	23/4		2024/	(a		
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(support)		
5.3	Implement findings from incentive				Х	Х	Х	Х	Jo Aitkin / Wendy		Application process
	programme review								Griffith		for regional funding
5.4	Review and strengthen messaging around				Х				Sam Longley / Best		
	smoking in pregnancy delivered at pre-								Start and Beyond		
	conception stage (family planning, nurse								team (Sexual health		
	family partnerships and other services)								service providers)		
5.5	Strengthen post-partum support for						Х		Jo Aitkin / Wendy		
	women who have quit during pregnancy								Griffith (Sam		
									Longley)		
5.6	Coordinate maternity focused tobacco	Х	Х	Х	Х	Х	Х	Х	Jo Aitkin / Sam		
	control work with Local Maternity Neonatal								Longley		
	System										
6	Work with local employers to help staff to	o qu	it								
6.1	Expand the BeWell@Work award scheme		Х	Х					Colin Ellis		
	 working to become a smokefree place 								(TO On a siglian)		
									(TC Specialist)		
6.2	Provide Tobacco Treatment Services to all	Х	Х	Х	Х	Х	Х	Х	Mike Smith	Increased staff service	Established service,
	TRFT staff									utilisation and quit rates	uptake remains low
6.3	Explore opportunities to build smoking		Х						Becky Woolley		
	cessation support to staff as part of anchor										
	institution commitments.										
С	Reduce variation in smoking rates by	tac	kling	g in	equa	alitic	es				
					•						
/	Deliver targeted and tailored smoking cessa	tion	serv	ices	and	com	mun	ications	s to reach groups with h	nighest prevalence of smoking	g.

Ref	Action			T	imes	scale	•		Lead	Output	Notes
		202	22/3		2023/4 2		2024/	(aug part)			
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(support)		
7.1	Deliver specialist stop smoking services for people with mental health conditions	X	Х	X	Х	Х	Х	Х	Emma Hillit / Adam Fretwell		Ongoing programme of support at RDASH
7.2	Identify opportunities to strengthen referral to smoking cessation services from SMI health checks				Х				TC specialist (in discussion with PCN leads/RDASH)		
7.3	Incorporate smoking into template for PCN Health Inequalities Action Plans			X					Jo Martin (David Clitherow)		
7.4	Consolidate smoking focused actions from PCN health inequalities action plans and identify support needs				X				TC specialist		
7.5	Explore opportunities to improve reach to manual workers as a group with disproportionately high prevalence of smoking								TC Specialist (Colin Ellis)		
7.6	Increase referrals to community smoking cessation services in high deprivation LSOAs through targeted health checks programme			X	Х	Х	Х		Michael Ng		
7.7	Pilot integration of e-cigarette programme into drug and alcohol service users			X	Х	Х	Х		Michael Ng		
7.8	Explore opportunities to improve reach to ethnic groups with high prevalence				Х				TC Specialist		

Ref	Action	Timescale							Lead	Output	Notes
			22/3				2024/	(support)			
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(Зарроп)		
7.9	Explore opportunities to improve reach to LGBTQI+ people				X	X			TC Specialist		
D.	Enforcement - Tackle suppliers of cheap, counterfeit, and illicit tobacco and nicotine containing products through delivery of effective enforcement										
9	Create a hostile environment for tobacco fraud and underage sales through intelligence sharing										
9.1	Trial of joint schools' work with RUFC and RMBC Trading Standards to identify sites selling tobacco products and e-cigarettes to under-18s			X	X	X	X	X	Dave Lodge (RUFC, Sam Longley)		
9.2	Collaborate with SY police and local partners on intelligence gathering and sharing about sale of counterfeit and illegal tobacco and nicotine-containing products	X	X	X	X	X	X	Х	Dave Lodge (SY Police)		Planned additional capacity in Q4 for intelligence gathering
9.3	Engage with retailers to improve awareness of legislation around tobacco control, of what to with information about illicit tobacco locally, and implications of operating illegally	X	X	X	X	X	X	Х	Dave Lodge		
10	Tackle illegal activity including sales of counterfeit and illegal nicotine containing products (including unlicenced nicotine containing ecigarettes)										
10.1	Develop Trading Standards costed action plan for tobacco and e-cigarette enforcement in line with NICE 2021 Tobacco Control guidance, including:				X				Dave Lodge		

Ref	Action			Ti	mes	cale	•		Lead	Output	Notes
		202	22/3		202	23/4		2024/	(support)		
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(Support)		
	 'Systems' measures of success to monitor plan Priority activities to maximise impact on local smoking rate – focusing on areas close to schools, and in wards with highest rates of smoking (informed by PH intelligence). 										
10.2	Implement tobacco control and e-cigarette enforcement action plan including through targeted test purchasing operations, and investigations of repeat offenders			X	X	Х	X	Х	Dave Lodge (SY Police)		
11	Change perceptions about illegal tobacc	o sa	les a	nd t	he h	arm	s of	buying	g and using illegal vap	e products	
11.1	Work with locally e-cigarette retailers to ensure that they offer MHRA-approved products, guidance on safe and effective use of e-cigarettes, and referrals into local stop smoking services.			X	X	X	X	Х	Dave Lodge		
11.2	Help the public to identify responsible vape shops and retailers						X	X	Dave Lodge (Better Health service)		
11.3	Generate comms output using behavioural levers to expose the true nature of the fraud and the consequences for those involved in it				X			Х	Aidan Melville (Dave Lodge)		

Ref	Action	Timescale							Lead	Output	Notes			
			22/3 Q4	Q1			2024/ 2025	(support)						
E.	Stop the start: Reduce the number of people taking up smoking – particularly young people													
12	Support schools to minimise uptake of smoking and e-cigarette use amongst Rotherham children and young people													
12.1	Review status and experiences of implementing school smoke-free policies in primary schools across Rotherham		X	Х					Sam Longley					
12.2	Adapt, pilot, roll out and evaluate school smokefree toolkit (primary and secondary) – including a focus on vaping - in line with local and national messaging and tools)			X	X	X	X	X	Sam Longley		No budget yet identified.			
12.3	Provide local PSHE coordinators with information about the prevalence of smoking locally and resources to support anti-smoking education across all age groups.			X	X	X	X	X	Sam Longley					
13	Reduce exposure to second-hand smoke	anc	d de-	nori	mali	se s	mok	ing by	expanding and enforc	ing smokefree space policie	S			
13.1	Identify opportunities to expand smokefree places in Rotherham eg. new town centre development open space				X				TC Specialist					
13.2	Review existing smokefree places policies to integrate e-cig guidance				X				TC Specialist					
13.3	Increase signage around smokefree places				Х	Х	Х		TC Specialist		No budget yet identified			

Ref	Action		Timescale						Lead	Output	Notes	
		202	22/3		2023/4					(support)		
		Q3	Q4	Q1	Q2	Q3	Q4	2025	(δαρρότι)			
14	Use targeted and mass communications to change attitudes and social norms around smoking and increase quit attempts											
14.1	Develop enhanced tobacco control communications strategy* focusing on social norms change, and inspiring quitting - Horizon scanning and evidence review to identify materials, campaigns and opportunities for collaboration - Identify priority target groups in reference to local data - Produce 3 year comms strategy - Generate / adapt and test tailored messages - Produce comprehensive communications calendar to be utilised and owned by all local partners			X	X	X	X	X	Comms partners (Aidan Melville, TC Specialist)	Strategic communications partner identified Costed tobacco control comms strategy developed	No budget yet identified. Working group established for No Smoking Day comms	
14.2	Develop and launch a prevention brand and campaign, including smoking cessation messaging and the expansion of RotherHive.		X	X					Gordon Laidlaw/Aidan Melville)		Provider commissioned, in development	

Appendix 2 TOBACCO CONTROL INDICATORS FOR DASHBOARD

Impact level

<u>Indicator</u>	<u>Definition</u>	<u>Target</u>	Data source	Named lead
Smoking prevalence in adults (18+) - current smokers	The number of persons aged 18 + who are self-reported smokers in the Annual Population Survey (APS) as a proportion of Total number of respondents (with valid recorded smoking status) aged 18+ from the APS.	Baseline 2020: 12.5% Target 2030: <5%	Fingertips	Lorna
Smoking status at the time of delivery	The number of mothers known to be smokers at the time of delivery as a percentage of all maternities with known smoking status.	Baseline 2021/22: 12.8% Target 2025: commissioned service is to remain <15% but target has remained lower (better). Target 2030: <5% (National target)	Fingertips	Lorna
Percentage of women who smoked in early pregnancy	Percentage of pregnant women who smoke at the time of booking appointment with midwife	Baseline 2018/18: 27.9%	Fingertips	Lorna
Smoking attributable mortality (35+)	Deaths attributable to smoking, directly age standardised rate for persons aged 35 years + (mortality data and population data are from ONS).	Baseline 2017-19: 271.2 per 100,000	Fingertips	Lorna
Smoking attributable hospital admissions (35+)	Total number of hospital admissions for diseases that are wholly or partially attributed to smoking in persons aged 35 and over (hospital admission data is taken from HES)	Baseline 2019/20: 2,023.5 per 100,000	Fingertips	Lorna
Number of deaths attributable to smoking	Number of deaths attributable to smoking	Baseline 2017-19: 1,272	Fingertips/OHID	Lorna
Rate of deaths from stroke attributable to smoking	Rate per 100,000 people	Baseline 2019/20: 10.8 per 100,000	Fingertips/OHID	Lorna
Rate of deaths from heart disease attributable to smoking	Rate per 100,000 people	Baseline 2017-19: 36.3 per 100,000	Fingertips/OHID	Lorna
Number of hospital admissions attributable to smoking	Number of hospital admissions attributable to smoking	Baseline 2019/20: 3,239	Fingertips/OHID	Lorna

Output level

	<u>Indicator</u>	<u>Definition</u>	<u>Target</u>	Data source	Named lead		
	A. Strategy and Coordination. Deliver a coordinated tobacco control policy, strategy, governance and monitoring system						
A1	Annual RMBC spend on tobacco control per head of population		Baseline: tbc 2022: tbc 2023: tbc 2024: tbc 2025: tbc	SPOT tool returns / RMBC finances	Gilly		
A2	% of annual actions in TC action plan completed		>90%	TC action plan	Gilly		
А3	Frequency with which dashboard updated		Quarterly		Lorna		
A4	TBC – indicator related to availability and use of local disaggregated data to inform service delivery						
	B. Quit for good. Encourage and support sn	nokers to quit for good					
B1	Smokers setting a quit date	Crude rate per 100,000 aged 16+ (count)	Baseline (2019/20): 2,951 (1,126) 2020/21: tbc 2021/22: tbc 2022/23: tbc 2323/24: tbc 2024/25: tbc	commissioned services	Lorna Q / Michael Ng		
B2	Smokers that have successfully quit at 4 weeks (CO validated)	Data includes all services: NHS Digital Stop Smoking Services data, Annual Population Survey, PHE Population Health Analysis Team, RDASH, SATOD and QUIT	2020/21: tbc 2021/22: tbc	Fingertips / returns from commissioned services	Lorna Q / Michael Ng		

	<u>Indicator</u>	<u>Definition</u>	<u>Target</u>	<u>Data source</u>	Named lead
В3	% of 4 week quitters still quit at 3 months / 6 months / 12 months	% of quitters from community smoking cessation service (Healthy lifestyles / Better health) who remain smokefree at 3, 6 and 12 months post quit date	Baseline: 42% / 20% / 16% 2021/22: tbc 2022/23: tbc 2323/24: tbc 2024/25: tbc	Commissioned services (Healthy lifestyles / Better Health service) *Nb – baseline taken from Better Health service spec)	Michael Ng
B4	Loss to follow up rate for community smoking cessation service	Number of Smoking cessation (Component 2) interventions offered after Brief Intervention	Baseline: 11% (low is good) 2022/23: tbc 2323/24: tbc 2024/25: tbc	Commissioned services	Michael Ng
B5	The proportion of patients who smoke, who receive a specialist tobacco treatment assessment within 5 days* *Please note the definition is subject to change due to reporting methods.		TBC	RDASH	Emma Hillitt / Adam Fretwell
B6	SATOD - The number of appointments where smoking is discussed at booking of appointment as a proportion of total appointments booked* *Please note the definition is subject to change due to reporting methods.		TBC	SATOD	Jo Aitken
B7	Proportion of smokers where quitting is discussed at inpatient admission* *Please note the definition is subject to change due to reporting methods.	Number of patients who smoke, where quitting is discussed at admission as a proportion of all inpatient admissions where a patient smokes.	ТВС	TRFT – indicator in prevention and health inequalities work.	Mike Smith
B8	% of PCPs achieving smoking related targets in quality contract		tbc	Quality Contract returns	Lorna / Rachel Garison
B9	tbc - % of quitters who used e-cigarettes as quitting aid still vaping at X months	To be determined in discussion with contracted provider for Better Health Services	Tbc	Commissioned Services (Better Health provider)	Michael Ng

	<u>Indicator</u>	<u>Definition</u>	<u>Target</u>	<u>Data source</u>	Named lead	
	C. Enforcement. Tackle suppliers of cheap, or enforcement	counterfeit, and illicit tobacco and	I nicotine-containing-product	s through delivery of ef	fective	
C1	Volume of illegal tobacco seized per year by enforcement team	products, genuine non-UK duty paid tobacco products, products not for legitimate retain in the UK and raw tobacco	Baseline 2021: 38,000 sticks and 7.75kg of hand rolling tobacco 2022: 2023: 2324: 2025:		Dave Lodge	
C2	Volume of Illegal e-cigarettes seized per year by enforcement team				Dave Lodge	
C3	Number of responsible retailer visits undertaken per year by enforcement team				Dave Lodge	
C4	Number of underage sales test purchases undertaken per year by enforcement team				Dave Lodge	
	D. Reduce variation in smoking rates by tackling inequalities					
D1	the rest of the population (CO validated).	most deprived as a proportion of all people trying to quit in the 20% most deprived compared to the number of quits from the rest of the population as a proportion of the total number of people trying to quit in this population – validated through CO testing.	2025: tbc	Commissioned service	Michael Ng	
D2	The number of substance misuse service users who successfully engage with the e-cig pilot*	service users who successfully engage with the e-cig pilot.	Baseline 2022: 0 2023: tbc 2024: tbc	Commissioned service	Michael Ng	
	*Please note the definition is subject to change due to reporting methods.		2025: tbc			

<u>Indicator</u>	<u>Definition</u>	<u>Target</u>	Data source	Named lead
with a disproportionally high rate of smoking, who set a quit date.	The number of people from Ethnic communities with a disproportionally high rate of smoking, who set a quit date. - Mixed ethnicity - White ethnicity	Baseline: Tbc 2023: tbc 2024: tbc 2025: tbc	Commissioned service	Michael Ng
last 12 months.	The number of SMI Patients receiving the smoking status health check assessment as a proportion of all SMI patients, in the last 12 months.	Baseline: 2023: tbc 2024: tbc 2025: >90%	Reported through Prevention and Health Inequalities – source ICB	Lorna/Alex H-D
		Baseline 2020: 26.3% 2023: tbc 2024: tbc 2025: tbc	Annual population survey, Office of National Statistics.	Lorna
Smoking prevalence in adults who rent from the local authority or housing association.	Smoking prevalence in adults who rent from the local authority or housing association.	Baseline (2020): 37.7% 2023: tbc 2024: tbc 2025: tbc	Annual population survey, Office of National Statistics.	Lorna
64 with a routine and manual occupation.	Previously named 'Smoking prevalence in adults (18-64) — socio-economic gap in current smokers'. Smoking prevalence in adults (age 18-64 years) - gap between current smokers in routine and manual occupations and other occupations	Baseline (2020): 2.88%	Fingertips	Lorna
The number of people from the LGBTQI+ community who set a quit date.	The number of people from the LGBTQI+ community who set a quit date.	ТВС	TBC	TBC
% of PCNs in Rotherham with smoking related actions included in health inequalities action plans		>90%	PCN health inequalities action plans	Jo Martin

	<u>Indicator</u>	<u>Definition</u>	<u>Target</u>	<u>Data source</u>	Named lead
E1	Estimated prevalence of smoking amongst yr 7 school children in Rotherham (wording to be aligned with Schools Survey)		Baseline 2019: 4% 2023: tbc 2024: tbc 2025: tbc	Rotherham Schools Survey	Lorna Quinn / Bev Pepperdine
E2	Estimated prevalence of smoking amongst yr 10 school children in Rotherham (wording to be aligned with Schools Survey)		Baseline 2019: 14% 2023: tbc 2024: tbc 2025: tbc	Rotherham Schools Survey	Lorna Quinn / Bev Pepperdine
E3	% of Rotherham primary schools with smokefree policies in place	% of Rotherham primary schools with smokefree policies in place	Baseline: Tbc 2023: tbc 2024: tbc 2025: >90%	Intelligence from schools	Sam Longley
E4	% of Rotherham secondary schools with smokefree policies in place	% of Rotherham primary schools with smokefree policies in place	Baseline: Tbc 2023: tbc 2024: tbc 2025: >90%	Intelligence from schools	Sam Longley
E5	TBC - Estimated annual reach of multi-media output (indicator to be finalised based on monitoring metric for multi-media contract)	tbc	2022: 0 2023: tbc 2024: tbc 2025: tbc	Commissioned service (BCC multi-media contract)	Manager of mass media contract
E6	Annual no. of click throughs from Rotherhive pages on smoking support		2022: 0 2023: tbc 2024: tbc 2025: tbc	Rotherhive / reported through Prevention and Health Inequalities	Becky Woolley

Key:

Indicator aligned with Prevention and health inequalities monitoring framework

Dashboard example

Tobacco Control Steering Group

Ambition: For Rotherham to become smokefree by 2030 (<5% prevalence)

In 2020, the prevalence of smoking in adults was 12.5%, statistically similar to the England value of 12.1%.

Smoking remains the largest preventable cause of morbidity and health inequalities in England. It is associated with almost every indicator of deprivation and marginalisation. Individuals who are employed, single, renting and LGBTQ+ are more likely to smoke, other factors include sex, country of birth, and education. A variety of environmental factors contribute to the prevalence of smoking and the significant inequalities in the population.

Source: Fingertips, Office for Health Improvement &

Data time period: 2020

Smoking prevalence

Smoking prevalence in priority populations

Smoking Prevalence in adults (18+) - current smokers (%)

12.50

Rotherham

Smoking Prevalence in adults (18+) - current smokers (%)

12.10

England

Smoking Prevalence in adults (18+) - never smoked (%)

59.40

Rotherha

Smoking Prevalence in adults (18+) - never smoked (%)

61.60

England

Smoking Prevalence in adults (18+) - ex smoker (%)

28.10

Rotherhan

Smoking Prevalence in adults (18+) - ex smoker

26.30

England

Odds of current smoking (self-reported) among adults aged 18-64 with a routine and manual occupation, 2020

2.88

Rotherham

2.15

England

Smoking prevalence among adults aged 18-64 in routine and manual occupations

26.26

Rotherham

21.39

England

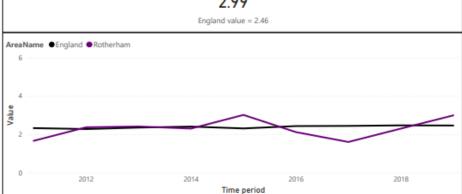
Percentage of women who smoked in early pregnancy

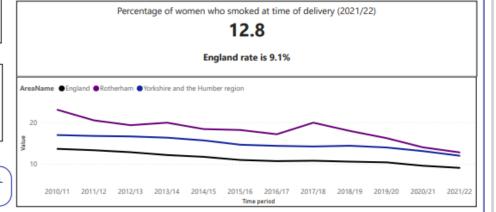
27.9%

England rate is 12.8%

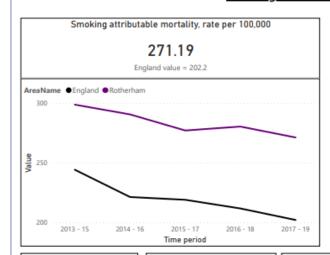
Source: Fingertips, Office for Health Improvement & Disparities.

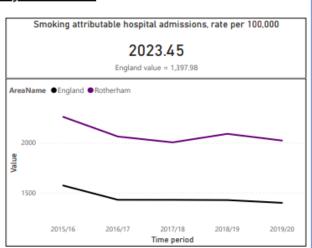






Smoking related mortality and ill health





1,272

Number of deaths attributable to smoking (2017-19) 560.8

Rate of emergency hospital admissions for COPD per 100,000 people (2019/20)

England rate is 415.1

10.8

Rate of deaths from stroke attributable to smoking 100,000 people (2019/20)

England rate is 9.0

36.3

Rate of deaths from heart disease attributable to smoking per 100,000 people (2017-19)

England rate is 29.3

3,239

Number of hospital admissions attributable to smoking (2019/20)

Source: Fingertips, Office for Health Improvement & Disparities.

Appendix 3

Rotherham Position Paper on Electronic Cigarettes / Vapes

This position paper is informed by the best current evidence from Public Health England, Royal College Physicians, Action on Smoking and Health, National Centre Smoking Cessation Training and NICE/NHS guidance. The aim of this statement is to develop an agreed consensus in Rotherham on electronic cigarettes (referred to here as e-cigarettes or vapes) that all local partners are signed up to. This is to ensure that the public receive clear, evidenced based and consistent advice on e-cigarettes.

We acknowledge evidence that:

E-cigarettes are significantly safer than cigarettes and are a valuable harm reduction tool and quitting aid for adults.

- Smoking is the leading cause of premature death, disease, and disability in our communities (1).
- Vaping is significantly less harmful than smoking tobacco and switching completely from smoking to vaping offers significant health benefits.
- When combined with standard behavioural support, nicotine containing e-cigarettes are effective smoking cessation and reduction aids (2).
- Nicotine-containing e-cigarettes are the most popular quitting aid used by smokers in England (1).
- The long-term implications of e-cigarette use not fully understood. As such, people who have never smoked should be encouraged not to smoke or use e-cigarettes (1).
- Unfortunately, the public are increasingly likely to incorrectly believe that e-cigarette use is as harmful as smoking. These misperceptions are particularly common among smokers who do not vape and may prevent them from using vaping products as a stop smoking aid (3).

Young people should be discouraged from e-cigarette use.

- In children and adolescents, the consumption of nicotine, including via e-cigarettes, potentially has a detrimental impact on brain development (3).
- Although the available evidence does not suggest that trying vaping products leads to regular smoking, there is widespread concern that young people who develop a nicotine addiction through e-cigarette will go on to smoke (3).
- Children exposed to smoking are significantly more likely to take up smoking themselves (5). There is concern that, similarly, exposure to e-cigarette use will normalise and increase the uptake of vaping amongst young people.

E-cigarette use amongst pregnant people is safer than tobacco smoking - but is not risk-free.

• Use of e-cigarettes as a quit aid in pregnancy has a harm reduction impact for mother and the unborn baby due to the elimination of exposure to the known carcinogenic chemicals present in cigarettes. However, the impact of e-cigarette use in pregnancy is poorly understood and licensed nicotine replacement therapy products are the recommended first option to stop smoking during pregnancy (4).

A better balance is needed between minimising promotion of e-cigarettes to young people, whilst allowing promotion to adults who smoke.

- E-cigarette manufacturers, including those owned by tobacco companies, have a commercial interest in maximising the widespread use and uptake of vapes.
- Advertising restrictions in England regulate the promotion of e-cigarette products on media platforms, including on television, radio, newspapers, and magazines (7).
- There has been an overall increase in young people reporting noticing e-cigarettes promotions most prominently marketing on billboards and posters, taxis, buses, and public transport, which are permitted channels in England. Worryingly, young people who have never smoked or vaped notice e-cigarette marketing at a consistently higher rate than adults who smoked (8).

We don't have all the answers now, but on balance there is sufficient evidence to take action to improve the health of local people.

- Patterns of use, behaviours, and social norms around e-cigarette use are rapidly evolving, including amongst young people and children.
- National and international guidance on the safety and long-term health impacts of e-cigarette use continue to change and evolve.

We welcome:

- The Government's ambition to make England smokefree by 2030 and tackle health inequalities in smoking prevalence.
- The proportionate regulation of e-cigarettes through the UK Medicines and Healthcare products Regulatory Agency (MHRA), under the Tobacco and Related Products (TPR) Regulation.
- Ongoing efforts to develop and approve medically licensed e-cigarette products available through NHS prescription.
- The development and adaptation of national guidance around the safe, effective, and cost-effective use of e-cigarettes as a quitting aid.
- The development of national guidance and evidence around how to minimise uptake amongst young people and never-smokers.
- Proposals for legislation requiring plain packaging of vapes to help frame e-cigarettes as a quit aid rather than a glamorous lifestyle product which is appealing to children and non-smokers.
- The development of guidance on how to best support under 18s who smoke, including pregnant smokers, to access e-cigarettes legally and safely.

In recognition of the available evidence, we commit to:

- 1. Ensure that vaping is effectively integrated into stop smoking services and campaigns across Rotherham, to maximise quit rates and reduce harm caused by tobacco smoking, including by:
 - a) Ensuring that all smoking cessation services (including those available through community, hospitals, antenatal, and mental health services) are aligned with latest guidance from NICE/NHS on e-cigarettes.
 - b) Providing accurate information and guidance about the safe and effective use of e-cigarettes as a quit aid alongside information about other methods, so that smokers can make an informed decision about which approach to use.
 - c) Offering behavioural support to people who chose to use e-cigarettes as a quit aid.
 - d) Ensuring that the value of switching to vapes from tobacco smoking is understood and effectively communicated by non-health professionals as part of the Making Every Contact Count programme.
 - e) Minimising inequality in access to effective quit aids including e-cigarettes.

- f) Ensuring that all local smoking cessation services offer advice to people who want to reduce or quit vaping.
- 2. Minimise the incidence of e-cigarette use amongst young people as part of ongoing efforts to create a smokefree generation, including by:
 - a) Scaling-up enforcement of existing laws which prevent retailers from selling e-cigarettes or eliquids under 18s and prevent adults from buying or attempting to buy e-cigarettes on behalf of a child ('proxy purchasing').
 - b) Supporting schools and colleges to implement smokefree and e-cigarette free policies.
 - c) Incorporating messaging about the harms of e-cigarette use into local youth-focused antismoking campaigns and materials.
 - d) Ensuring that there is support available to reduce e-cigarette use and / or quit for young people who vape.
 - 3. Restrict public messaging, advertising and promotions relating to e-cigarettes to ensure a focus on the value of e-cigarettes as a quitting tool, whilst avoiding promoting individual brands, or glamorising vaping amongst non-smokers, especially children and young people. This will involve:
 - a) Remaining vigilant and ensuring that any work relating to e-cigarettes is aligned with our ongoing commitment to protect tobacco control activity from the vested interests of the tobacco industry (as set out in WHO FCTC Article 5.3).
 - b) Preventing advertising of all commercial vape products on publicly owned or contracted advertising spaces.
 - c) Restricting reference to vapes, vape products and vaping on publicly owned sites to public health messages focusing on the value of e-cigarettes as a harm reduction tool and quitting aid.
 - **4.** Support employers and organisations who manage outside public spaces to develop and expand Smokefree policies which de-normalise the use of e-cigarettes, whilst ensuring that they are a preferable option for smokers to switch or quit, by
 - a) creating an environment where smoking and vaping are not visible to support denormalisation of everyday social use.
 - b) supporting smokers to stop smoking, such as providing visible signposting to quit services.
 - c) responding to the harm reduction and health needs of people living in secure and other restricted settings.
 - d) aligning smokefree policies with national smokefree law and policy.

5. Take measures to minimise the use of potentially unsafe e-cigarette products, including by;

- a) Ensuring that local stop smoking services recommend that service users who wish to use ecigarettes to quit or switch should purchase products that are registered with the MHRA and are compliant with the requirements of the TPD. This includes requirements for products to:
 - i. Have child resistant and tamper evident packaging.
 - ii. Be protected against breakage and leakage and capable of being refilled without leakage.
 - iii. Deliver a consistent dose of nicotine under normal conditions.
 - iv. Include tank and cartridges that are no more than 2ml in volume and contain liquids that have no more than 20mg of nicotine (this must appear on the label).
 - v. Have packaging which is covered by a health warning that covers at least 30% of packs.

- vi. Contain an information leaflet on use of the product and ingredients within the e-liquid.
- b) Enforcing trading restrictions preventing the sale of unsafe products
- c) Working with locally e-cigarette retailers to ensure that they offer MHRA-approved products, guidance on safe and effective use of e-cigarettes, and referrals into local stop smoking services.
- d) Promoting the Yellow Card reporting scheme (which enables consumers and healthcare professionals to report side effects and safety concerns about e-cigarettes or refill containers) through local stop smoking services.
- e) Helping the public to identify responsible vape shops and retailers.

6. Respond to evolving trends and evidence, including by:

- a) Monitoring the trends in e-cigarette use amongst young people through local and national surveys.
- b) Collecting and reviewing data on trends in e-cigarette quit rates and long-term use amongst community service users.
- c) Regularly reviewing and updating this policy position as evidence and guidance around the safety and use of e-cigarettes continues to emerge.

Accessing support

Local stop smoking services are free and can increase the chance of quitting for good. Expert advisers are available to provide accurate information, give advice on stop smoking aids including vaping products, and support quit attempts.

<u>Find Your Local Stop Smoking Service (LSSS) - Better Health - NHS (www.nhs.uk)</u> Call the free Smokefree National Helpline on 0300 123 1044

Contact Get Healthy Rotherham for more information about services locally: www.gethealthyrotherham.co.uk

Endorsements

To follow

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Local Government Declaration on Tobacco Control

As public health leaders, we acknowledge that:

- . Smoking is a leading cause of premature death, disease and disability in our communities;
- Reducing smoking in our communities significantly increases household incomes and benefits the local economy;
- Reducing smoking amongst the most disadvantaged in our communities is the single most important means of reducing health inequalities;
- . Smoking is an addiction largely starting in childhood, two thirds of smokers start before the age of 18;
- Smoking is an epidemic created and sustained by the tobacco industry, which promotes uptake of smoking to replace
 the tens of thousands of people its products kill in England every year; and
- The illicit trade in tobacco funds organised criminal gangs and gives children access to cheap tobacco.

We welcome the:

Leader of Council

- Opportunity for local government to lead local action to tackle smoking and secure the health, welfare, social, economic and environmental benefits that come from reducing smoking prevalence;
- · Government's ambition to make England smokefree by 2030 and tackle inequalities in smoking prevalence;
- Commitment by the government to live up to its obligations as a party to the World Health organization's framework
 convention on Tobacco control (FCTC) and in particular to protect the development of public health policy from the
 vested interests of the tobacco industry; and
- NHS Long Term Plan commitments to provide all smokers in hospital, pregnant women and long-term users of mental health services with tobacco dependence treatment.

We commit	from this date	to:
	valence and health inequalities, to raise the profile of the ha ing support delivery of the national smokefree 2030 ambitio	The same of the sa
 Develop plans with our partners and local Participate in local and regional networks 	communities to address the causes and impacts of tobacc for support;	o use;
 Support the government in taking action a health inequalities in our communities; 	at national level to help local authorities reduce smoking pre	evalence and
	e commercial and vested interests of the tobacco industry l vices, monetary or in kind or research funding offered by the	Contract of the Contract of th
. Monitor the progress of our plans against	our commitments and publish the results; and	
 Publicly declare our commitment to reduce the alliance of organisations working to re 	cing smoking in our communities and to join the Smokefree aduce the harm caused by tobacco.	Action Coalition,
Signatories:		

Director of Public Health

Chief Executive

The NHS Smokefree Pledge

As local health leaders we acknowledge that:

- · Smoking is the leading cause of premature death, disease, and disability in our communities
- Smoking places a significant additional burden on health and social care services and undermines the future sustainability of the NHS
- Healthcare professionals have a key role to play in motivating smokers to try to quit and offering them further support to quit successfully
- Reducing smoking amongst the most disadvantaged in our communities is the single most important means of reducing health inequalities
- · Smoking is an addiction starting in childhood with two thirds of smokers starting before the age of 18
- Smoking is an epidemic created and sustained by the tobacco industry, which promotes uptake of smoking to replace the tens of thousands of people its products kill in England every year

We welcome:

- The Government's ambition to make England smokefree by 2030 and tackle health inequalities in smoking prevalence
- The NHS Long Term Plan's commitment for all smokers in hospital, pregnant women, and long-term users of mental health services to be offered NHS funded tobacco dependence treatment by 2023-24
- · NICE public health guidance on tobacco

n support of a smokefree future,	commits from t	0
ii support of a sillonellee fatale,		•

- Treat tobacco dependency among patients and staff who smoke in line with commitments in the NHS Long
 Term Plan and Tobacco Control Plan for England
- Ensure that smokers within the NHS have access to the medication they need to quit in line with NICE guidance on smoking in secondary care
- Create environments that support quitting through implementing smokefree policies as recommended by NICE
- Deliver consistent messages about harms from smoking and the opportunities and support available to quit in line with NICE guidance
- Actively work with local authorities and other stakeholders to reduce smoking prevalence and health inequalities
- · Protect tobacco control work from the commercial and vested interests of the tobacco industry
- · Support Government action at national level
- Publicise this commitment to reducing smoking in our communities and join the Smokefree Action Coalition (SEAC), the alliance of organisations working to reduce the harm caused by tobacco.

(SFAC), the alliance of or	ganisations working to reduce the harm cause	d by tobacco
Signed by:		
Chair	Chief Executive	Medical/Clinical Director

SOUTH YORKSHIRE INTEGRATED CARE PARTNERSHIP STRATEGY



A message for the people and communities of South Yorkshire:

This strategy is a legal requirement for the Department of Health and Social Care and has been developed between September and December 2022 by the newly formed Integrated Care Partnership.

It covers the years up to 2030 and we see it as the beginning of a journey with the people and communities of South Yorkshire.

We will continue to work with you, listen to you, involve you and respond actively to what you tell us.

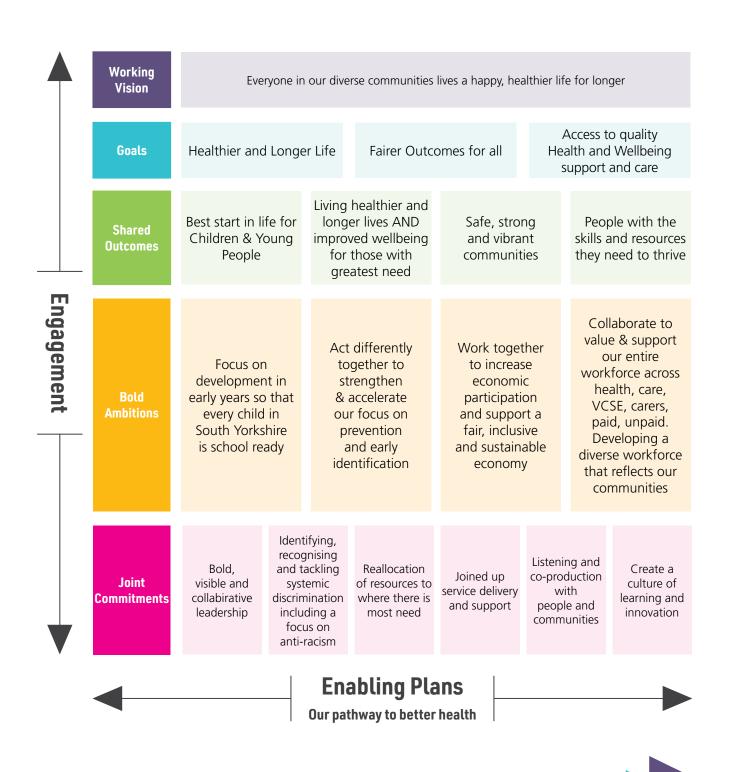
We know from our engagement work that good access to high quality care and support is really important to you and this is an area as a Partnership we are making joint commitments to improve.

This strategy and the plans that support it will change and improve through your involvement.

The health and wellbeing of everyone matters to us all. We look forward to working with each of you for a happy, healthier South Yorkshire.

Summary Plan on a Page

Our Shared Outcomes, Bold Ambitions and Joint Commitments



Bold Ambitions

This strategy to better health, recognises the work already ongoing and set out in strategies and plans in each of our places and across South Yorkshire. Our intention is not to duplicate these but to build on them. This strategy sets out where, as a whole partnership working together, we can add value to go further faster with a targeted number of action focused **bold ambitions** which can only be achieved by the Integrated Care Partnership joining forces to practically align collective power and influence to enable delivery at pace and at scale. The next step is to do the work to agree together the specific actions we need to take to deliver on these ambitions.

Focus on development in early years so that every child in South Yorkshire is school ready

Raise the level of school readiness in South Yorkshire and close the gap in those achieving a good level of development between those on full school meals and all children by 25% by 2028/30

2 Act differently together to strengthen & accelerate our focus on prevention and early identification

With a focus on the four main modifiable risk factors, smoking, healthy weight, alcohol and hypertension and early identification and management of the main causes of premature mortality in South Yorkshire. Specifically acting together to strengthen our focus on reducing smoking to reduce the levels of smoking to 5% by 2030

Work together to increase economic participation and support a fair, inclusive and sustainable economy

Reduce the economic inactivity rate in South Yorkshire to less than 20% across our places by 2028/30

Reduce the gap in the employment rates of those with a physical or mental health long term condition (as well as those with a learning disability) and the overall employment rate by 25% by 2028/30

Enable all our young people that are care leavers in South Yorkshire to be offered the opportunity of good work within health and care by 2024.

Establish a South Yorkshire Citizens Assembly for climate change and accelerate progress towards environmental statutory emissions and environmental targets

Collaborate to value & support our entire workforce across health, care, VCSE, carers, paid, unpaid. Developing a diverse workforce that reflects our communities

Develop a Workforce Strategy that will enable us to collaborate across South Yorkshire to educate, develop and support our workforce

For our statutory partners to accelerate progress towards a workforce that is diverse and representative of all our communities

Contribute to South Yorkshire becoming an anti-racist and inclusive health and care system through everything that we do and how we do it with our communities. Committing to real actions that will eradicate racism.

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What matters most to me about my health and wellbeing is to live in an equal society. Only through equality can health equity be achieved. I want to live in high-quality housing, in pedestrianised, green, and clean neighbourhoods, with local community facilities and assets prioritised. I want to live in a city that takes care of the most vulnerable, and where everyone is valued. I want to receive compassionate and destigmatising care from health and wellbeing professionals, that empowers me to take control of my life and health. I want to be able to access the resources to take care of myself and my community.

Quote from a South Yorkshire Citizen submitted as part of the What Matters to You exercise

In South Yorkshire the membership of our Integrated Care Partnership (ICP) was proposed by the Health and Wellbeing Boards in the four local authority areas – Barnsley, Doncaster, Rotherham and Sheffield and NHS South Yorkshire. We have worked hard to ensure there is a rich diversity of voices and perspectives represented and will continue to do this across the life of this strategy. Oliver Coppard, Mayor of South Yorkshire Combined Mayoral Authority became Chair of the South Yorkshire Integrated Care Partnership

in September 2022 and Pearse Butler the Chair of NHS South Yorkshire is vice chair. By developing our ICP in this way we have built upon our existing partnerships and aligned with Health and Wellbeing Boards. Work continues to increase diversity and inclusion in our Partnership and to further strengthen representation from our Voluntary Sector as an equal partner, linking with the developing Voluntary, Community and Social Enterprise (VCSE) Sector Alliance.

Introduction

South Yorkshire has much to be proud of with our strong and vibrant communities, proactive voluntary sector and a broad range of health and care services providing a strong foundation for improvement.

South Yorkshire developed around the industries of mining and steel and this industrial heritage means our close communities have a deep sense of place and identity. These have developed into a diverse and vibrant economy with health and care, advanced manufacturing, research and education being significant industry sectors across South Yorkshire. We are a diverse and welcoming county with outstanding natural, heritage, cultural and artistic assets. We are geographically compact and fortunate in our location, in that we have good access to open green spaces, including the western edge of Sheffield and Barnsley bordering the Peak District National Park. All this contributes to South Yorkshire being a great place to be born, live and work.

There are, however, some serious challenges to overcome. South Yorkshire has a significant proportion (37%) of people living in the most 20% deprived areas nationally. Life expectancy in South Yorkshire is no longer increasing. Not only are people in South Yorkshire dying younger, they are living fewer years in good health. There is also a significant difference in the number of years people can expect to live in good health, with those living in the most deprived

areas dying up to nine years earlier compared to people living in more affluent areas across South Yorkshire communities. The gap in life expectancy between the most and least deprived areas is also widening. Our commitment in this strategy is to change this.



The 'Marmot Review 10 Years on' report¹, published prior to the Covid-19 Pandemic, found unprecedented declines in health nationally over the decade before Covid-19. Improvement in health in the UK had slowed dramatically, inequalities had increased and health for the poorest people in society had got worse. The Covid pandemic has further exposed these deep inequalities and it is evident that the current cost of living crisis has further exacerbated these disparities. South Yorkshire with its relatively lower level of earnings and employment is particularly vulnerable. Health inequalities are not inevitable and by definition are preventable. It is within this challenging context that we have come together to develop our South Yorkshire Integrated Care Partnership with refreshed energy and renewed commitment to collaborate as partners and work with our local communities of Barnsley, Doncaster, Rotherham and Sheffield to work differently together to address health inequalities and improve the health and wellbeing of all people living in South Yorkshire.

This is our initial Integrated Care Strategy developed within the challenging timeline set nationally at a time when there is immense pressure across the health and care system. We have endeavored to engage broadly, to listen to what matters to people living in South Yorkshire and actively engage with our wider partners in the development of this Strategy. We will build on this and continue to engage and involve as the Strategy evolves and we translate its ambition into delivery.

What is the South Yorkshire Integrated Care System – an overview

Partner organisations across South Yorkshire have a long history of collaboration. The first Sustainability and Transformation Partnership was established in 2016. This then became one of the first non-statutory Integrated Care Systems in England in 2018. Following the Health and Care Act 2022 a statutory Integrated Care System (ICS) has come together from July 1st.

Partners have already started to break down organisational barriers so that we can wrap support, care and services around people and improve lives. In Barnsley, Doncaster, Rotherham and Sheffield, our Local Authorities, NHS partners, the Voluntary Sector and many others have strengthened the way they work with each other and have joined forces where it makes sense to do so and where it makes a real difference to the public, patients, and staff.

Our pledges in 2016 were to give people more options for care while joining it up in communities and neighbourhoods, to help people to stay healthy, tackle health inequalities, improve quality, access and outcomes of care, meliorate workforce pressures and introduce new technologies. We paid particular attention to cancer, mental health and primary care, and the two key enablers of workforce and digital technology. Since then, much has changed - the impacts of the Covid-19 pandemic and the more recent cost of living crisis provide a very challenging backdrop as we set out our new strategy. But we remain focussed and committed in our goal and undeterred for the people of South Yorkshire. We will build on our commitment to the quadruple aim, set out in our **Health and Care Compact** and use the new system architecture and partnerships and our renewed vision, ambition and commitments to go further faster on health inequalities. We will also build new partnerships with agencies outside the ICS to support improved and more equitable health and wellbeing for all and focus on those with greatest need.



New statutory Integrated Care Systems (ICSs) have been set up to bring local authorities, NHS organisations, combined authorities and the voluntary sector together with local communities to take collective responsibility for planning services, improving health and wellbeing and reducing inequalities.

Integrated Care Systems (ICS) have four key purposes:

- 1 Improving outcomes in population health and health care
- 2 Enhancing productivity and value for money
- Tackling inequalities in outcomes, experience and access
- Helping the NHS to support broader social and economic development

They are made up of:

 An Integrated Care Partnership - a statutory committee jointly convened by Local Government and the Integrated Care Board, to bring together the NHS with Local Authorities, Combined Authorities, the Voluntary Sector and other partners.

The ICP is set up to facilitate joint action to improve health and care outcomes and experiences across their populations and reduce health inequalities. They are rooted in the needs of people, communities and places, oversee population health strategies, drive integration and take an inclusive approach to involvement.

 An Integrated Care Board, which is an NHS organisation responsible for planning and funding NHS services, in our case NHS South Yorkshire established in July 2022. NHS South Yorkshire has been established with Partner Board Members including Healthwatch, Mental Health and the Voluntary Care Sector representation. The South Yorkshire Integrated Care Partnership covers the 1.4 million people and families living in Barnsley, Doncaster, Sheffield and Rotherham.



Places, Collaboratives, Alliances and Networks

Places: In each of our communities of Barnsley, Doncaster, Rotherham and Sheffield we have well established place-based health and care partnerships already working well together to provide joined up integrated health and social care, support and services by creating integrated multidisciplinary neighbourhood teams to meet the needs of local people. These are the cornerstone of our health and care system and already have delegated authority from the new NHS South Yorkshire to plan, determine and deliver for local communities.

Collaboratives: Our hospitals, mental health trusts and primary care organisations have also established strong collaborative arrangements. These Provider Collaboratives have been developed to further strengthen partnership working between our hospital and care providers to support joined up sustainable health and care services building resilience across organisations and pathways of care. They include:

- Mental Health Learning Disability and Autism Provider Collaborative (including acute, community and specialist services)
- Acute Hospital Provider Collaborative (including acute, elective and diagnostics children's and specialist services)



Alliances & Networks: Important Alliance arrangements have also been developed where partners across whole pathways or sectors come together to integrate and improve services and care support. These include:

- Primary Care Alliance (including general practice, pharmacists, dentists, and optometrists)
- Urgent & Emergency Care Alliance
- Children and Young People's Alliance (CYPA)
- Voluntary, Community and Social Enterprise Sector Alliance (VCSE)
- Cancer Alliance
- Local Maternity and Neonatal Network (LMNS)
- Social Care Networks and Clinical Networks



The South Yorkshire Mayoral Combined **Authority** (SYMCA) is a formal partnership of our four local authorities in South Yorkshire: Barnsley Metropolitan Borough Council, Doncaster Council (City of Doncaster Council from January 2023), Rotherham Metropolitan Borough Council and Sheffield City Council, It covers the same population and is led by an elected Mayor. Its Strategic Economic Plan for the region recognises the critical interdependency of health, the economy and having good work. It aims to deliver a stronger, greener and fairer economy, one which reduces social and health inequalities. Oliver Coppard was elected as Mayor of South Yorkshire in May 2022 and is the Chair of the Integrated Care Partnership. One of his Mayoral priorities is the health and wellbeing of local communities, and he has a personal ambition to make South Yorkshire the healthiest region in the country.

Our chances of experiencing good health and wellbeing, and maximising the length and quality of our lives, depend on the circumstances within which we are born, live, work and age. Good health outcomes and health inequalities are rooted in socioeconomic circumstances. Many of the levers for improving population health, such as quality education, good employment, comfortable, quality housing, connectivity, healthy local neighbourhoods reside with our local authorities and SYMCA, making our partnership a unique opportunity to make a real difference.

Listening to our communities in creating this Strategy

To develop our strategy, we started by understanding what matters to people living in South Yorkshire by:

- Gathering insight from a wide range of engagement and involvement activities undertaken in South Yorkshire in the last two years by our ICP partners, from 284 different sources (for more details see page 64).
- Building on this with a campaign to gain new insights: 'What Matters to You'.

Our early insight-gathering identified the following key themes:

- Awareness the need for more information about health prevention and availability of different health and social care services.
- Access making it easy for people to access health and social care services and removing barriers
- Agency including providing people with the information, tools and capacity to manage their own care.

Our 'What Matters to You Campaign' took place over November. Working with our local Healthwatches and VCSE we asked people a single question. We reached out to as many people as possible in South Yorkshire, including our health and care workforce,

children and young people, under-represented and socially excluded groups and asked 'What matters to you about your health and wellbeing?' The 'live feedback' from our campaign has been actively used to shape and inform our Strategy. The following key themes have emerged in addition to those from the early insight and they have been used to shape our strategy:

- Access to care
- Quality of care
- Improving mental health and wellbeing
- Support to live well
- Wider determinants of health
- Affordability

All the quotes throughout this Strategy are taken directly from our engagement work and the insight gathered informs our goals, shared outcomes, bold ambitions and joint commitments outlined in the next section. We have endeavoured to engage broadly and acknowledge the national timeline for development of this initial Strategy has made it challenging. There is a strong commitment from ICP members to continue to engage and involve as the Strategy evolves and we translate it into delivery.



Our vision, strategic goals and shared outcomes for South Yorkshire

Our strategy to better health starts with people and families living in our communities.

Our Vision is that **Everyone in our diverse** communities lives a happy, healthier life for longer

Our Strategic Goals

Our vision is underpinned by three overarching goals. We want to see the people in all our communities:

- 1 Live healthier and longer lives
- 2 Experience fairer outcomes
- Have access to quality health and wellbeing support and care

Our success in these goals will ultimately be determined by improvements in Healthy Life Expectancy (HLE), the gap in HLE between the most and least deprived groups, eliminating inequalities in access and experience and unwarranted variation between our communities.

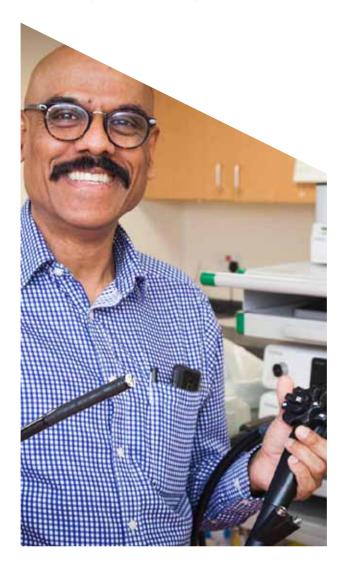
Our aim is to:

Halt the stall in Life Expectancy (LE) in South Yorkshire and improve it by 3 years by 2028/30

Halt the stall in Healthy Life Expectancy (HLE) and close the gap between South Yorkshire and England by 2028/30

Close the gap in Health Life Expectancy between the most and least deprived groups in South Yorkshire by 25% by 2028/30





Our vision and goals are supported by **four shared outcomes** which are reflected in all our
current Health and Wellbeing Board Strategies in
each of our places. These shared outcomes align
well to the life courses of **Starting Well, Living Well** and **Aging wel**l and act as an enabler in
this strategy for current plans. These are:

- Children and young people have the best start in life
- People in South Yorkshire live longer and healthier lives AND the physical and mental health and wellbeing of those with the greatest need improves the fastest
- People are supported to live in safe, strong and vibrant communities
- People are equipped with the skills and resources they need to thrive

Working Vision

Everyone in our diverse communities lives a happy, healthier life for longer

Goals

Healthier and Longer Life Fairer Outcomes for all

Access to quality Health and Wellbeing support and care

Shared Outcomes

Best start in life for Children & Young People Living healthier and longer lives AND improved wellbeing for those with greatest need

Safe, strong and vibrant communities

People with the skills and resources they need to thrive

In this strategy we will set out a focussed number of bold ambitions to support achievement of our shared outcomes which can only be achieved by all partners working together.

Where are we now?

The impacts of the pandemic have been unequal and unfair and have highlighted inequalities which have been there for some time in South Yorkshire. Learning from the pandemic has provided us with an expanded view of inequality and to consider the importance and interplay of housing, employment environment, skills and transport (as key wider determinants of health) and their fundamental impact on health and wellbeing. We are fortunate to have many excellent care and support services across South Yorkshire, however as a result of the pandemic and the impact on our workforce these have become stretched and under significant pressure over a prolonged period. We know from our engagement work, our communities value simple and timely access to high quality care and for this to support both physical and mental health needs. Our strategy and delivery plans which follow will address this and our focus will be on enabling equitable access to care and support.

Understanding the Population Health Needs and outcomes in South Yorkshire

Inequalities cost lives. People of South Yorkshire are living shorter lives than they should. The average number of years a baby born today in South Yorkshire can expect to live is 1.5 years less that those living elsewhere in England.



Not only are we dying younger, but we are living fewer years in good health, around 3.6 more years of life in poorer health than other areas in England. 37% (527,000) of people living in South Yorkshire live in the most 20% deprived areas nationally. Men and women living in the most deprived parts of South Yorkshire die around 9 years earlier than those living in the most affluent parts of South Yorkshire.



People who live in the most deprived areas are also more likely to spend longer in poorer health. National data tells us that women in the most deprived areas will spend up to 19 years in poorer health compared to those in the most affluent areas. People living in the most deprived areas will experience the onset of multiple ill health conditions 10-15 years earlier than those in the most affluent areas.

Poor health damages our economy, prosperity and opportunity. Around a third of the productivity gap between the North and the rest of the country is estimated to be attributable to poor health. We are also seeing a rise in older workers leaving the labour market due to poor health.

The conditions that create our health (wider determinants)

To have a healthy society we need a range of building blocks in place: stable jobs, good pay, quality housing and education. Making changes to ensure everyone has equality of opportunity and access to these key building blocks is not easy and will require us to be determined in our focus for the people of South Yorkshire.



My health is dependent on my financial stability. If I can afford to heat my home, eat well, socialize, and commute to work safely then I am starting from a good foundation.

Theme

Key indicator



Housing

Many of the most pressing health challenges such as obesity, poor mental health, physical inactivity are directly influenced by the built and natural environment including access to quality housing.

Nearly 19% of South Yorkshire homes were reported to be experiencing fuel poverty, this is significantly worse than the England average (13%). This is likely to significantly increase given the rising cost of fuel prices and is estimated to impact on at least 42% of households.



Access to green spaces and active travel

Access to green space such as woodland, supports wellbeing and allows people to engage in physical activity.

- 14% of adults in South Yorkshire walk for travel.
- 16% of South Yorkshire residents make use of outdoor space for exercise or health reasons
- All four Places in South Yorkshire are ranked in the top 10 of all local authorities with the highest rates of children being killed or seriously injured on roads.



Education

Access to a high-quality education will reduce inequalities in educational outcomes and enable children to maximise their capabilities and have control over their lives.

- An estimated 1,840 (6.2%) young people are not in education, employment or training in South Yorkshire.
- 30% of children were deemed to not have achieved the expected level of development at the end of reception.



Jobs

Being in good work is good for both physical and mental health/wellbeing

- 73% of South Yorkshire residents aged 16-64 are in employment, this is significantly lower than the England average
- The average weekly earnings are only 91% of the England average.
- The main reason for sickness absence is MSK– 19% of over 16s report having a long term MSK problem.



Inclusive work

To ensure everyone can benefit from the protective factors of being in good work, labour markets should be inclusive and diverse so everyone can access good work with fair pay

- There is a 12 percentage point gap in the employment rate between those with a physical or mental long term condition and the overall employment. This is even worse for those with a learning disability, where the gap is 66%
- Those from non-white ethnic minority groups are less likely to be in employment, similarly employment levels are lowest in those in the most deprived areas and those aged 50-64.



Crime and violence

Crime is both a risk factor for health and an outcome from a number of other social determinants of health: crime can lead to both the short term effects which can be severe but it can also lead to long term problems such as depression or anxiety-related illnesses and; crime itself has its own risk factors

- There were approximately 46,000 violence offences reported, a rate of 33 offences per 1,000 population, this is higher than the value for England (29 per 1,000).
- The rate of deaths to drug misuse was 7.6 per 100,000, that's nearly 300 deaths due to drug misuse (in a three-year period).



Air pollution

Poor air quality is the largest environmental risk to public health in the UK as long-term exposure to air pollution can directly result in long term conditions as well as exacerbate conditions leading to hospitalisation.

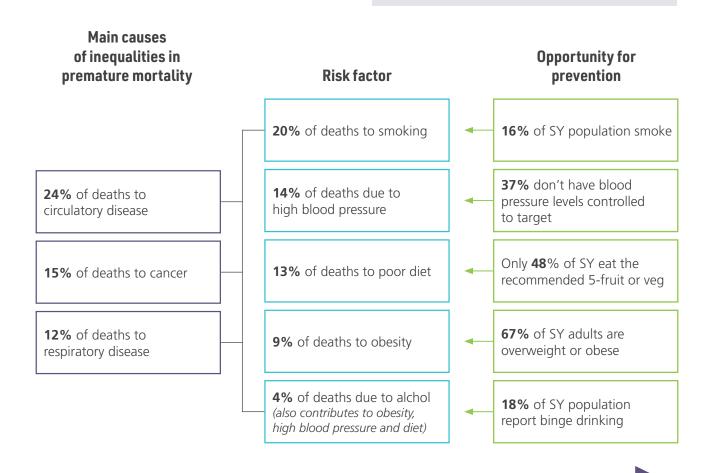
- Approximately 5% of all deaths are attributable to air pollution.
- It is estimated that 200,000 residents of South Yorkshire live in areas that are vulnerable to air pollution

Health conditions amenable to prevention

We have a good understanding now of the main contributors to premature mortality in South Yorkshire. They are cardiovascular disease, cancer and respiratory disease. Inequalities in the wider determinants, risks and behaviours are strongly associated with poorer outcomes. The principal risk factors associated with the main causes of death and ill health are smoking, high blood pressure, diet, obesity and alcohol. South Yorkshire has higher than national rates of these common, but modifiable, risk factors.

Key numbers:

- 14% of population are recorded to have high blood pressure and 7% diabetes
- Rates of deaths from stroke are twice that in the most deprived group than least deprived group.
- Admissions for pneumonia in all 4 places are some of the highest in the country
- Early detection of cancer is most important factor for outcomes, only 51% of cancers are diagnosed early, which is much less than the national target of 75%

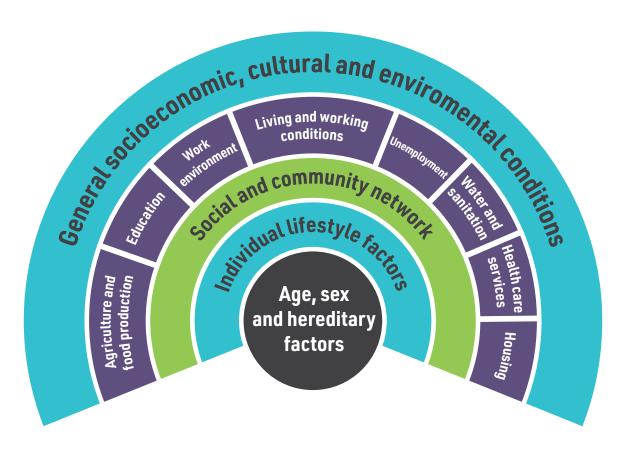


The health of groups vulnerable to inequalities

Smoking, poor diet, physical inactivity and harmful alcohol are drivers for early onset of illness and death in South Yorkshire. But people's ability to adopt healthy behaviours is strongly shaped by the circumstances in which they live.

Inequalities in the wider determinants of health; housing, environment, education, jobs and the modifiable risk factors (smoking, healthy weight, alcohol) often cluster in individuals and communities, compounding their overall risks of poor health.

The cost-of-living crisis means many more children, young people and adults in South Yorkshire will be living in poverty. Cuts in income combined with increased costs of living also means for many not being able to eat, heat their homes or keep clean. This impacts on immediate health and ability to access health and care services and support and increases the risk of illness in the short and longer-term health. Poverty impacts on health through the wider determinants, affecting educational outcomes, life chances, choices and opportunities. By having to focus on their immediate needs and threats, people living in poverty may make decisions that are damaging for their health in the longer term.²



² How poverty affects people's decision-making processes Jennifer Sheehy-Skeffington and Jessica Rea 2017 JRF

Very poor health and lower average age of death is also often experienced by people who have become socially excluded as a result of multiple adverse events such as poverty, violence and complex trauma. This may be experienced, for example, by people who experience homelessness and drug and alcohol dependence. It may also be experienced by vulnerable migrants, Gypsy, Roma and Traveller communities. Poor access to health and care services and negative experiences can also be commonplace for these groups due to multiple barriers, often related to the way healthcare services are delivered. Further compounding their inequalities in health.

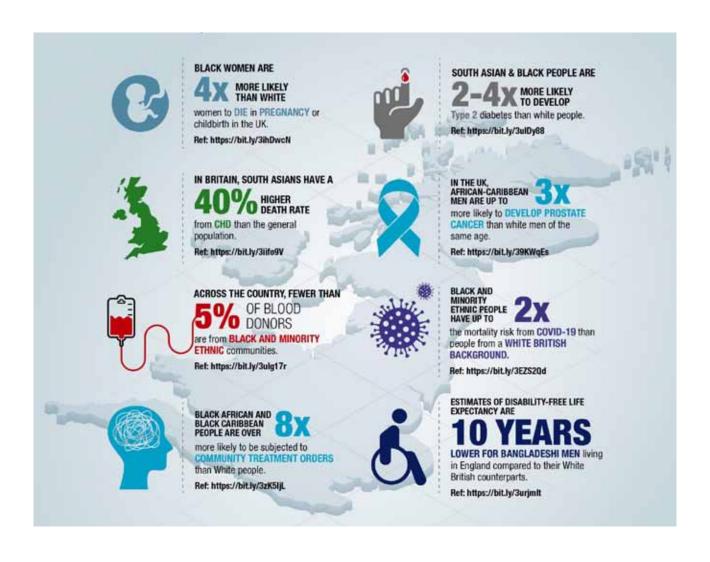
The Covid pandemic has brought to the fore the health inequalities experienced by people from Black and minority ethnic groups in the UK. The recently formed NHS Race and Health Observatory concludes that the health of ethnic minority patients has been negatively impacted by inequalities in access to, experiences of, and outcomes of healthcare and that these longstanding problems in the NHS are rooted in experiences of structural, institutional and



Key Facts:

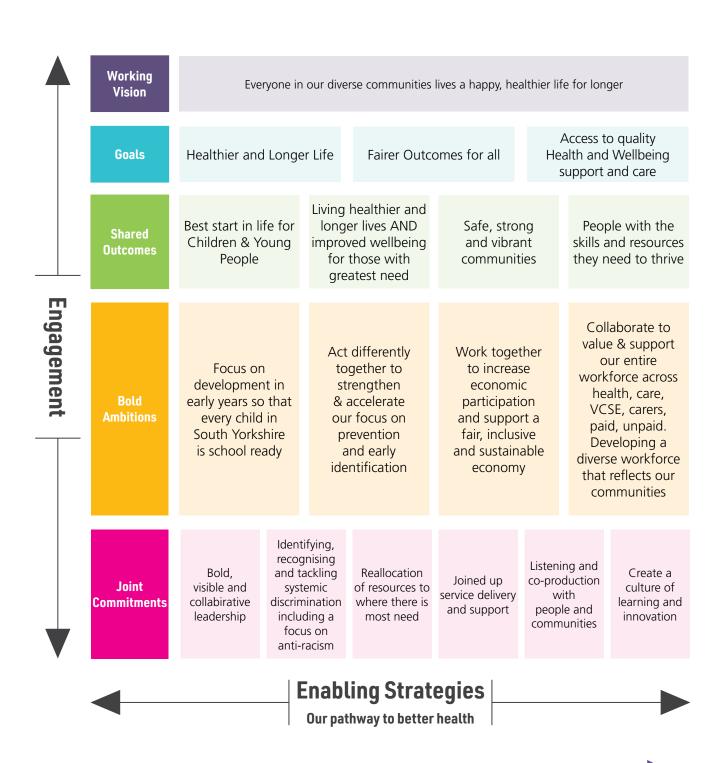
- People from Black and minority ethnic groups are disproportionately affected by socio economic deprivation
- People with severe mental illness are at greater risk of poor physical health and reduced life expectancy compared to the general population. On average men with severe mental health conditions die 20 years earlier, and women die 15 years earlier than the general population.
- People with a learning disability have worse physical and mental health and women with a learning disability die on average 18 years younger and men 14 years younger.

Figure Ethnic Health Inequalities in the UK Source: Ethnic Health Inequalities in the UK - NHS - Race and Health Observatory NHS - Race and Health Observatory (nhsrho.org)



Summary Plan on a Page

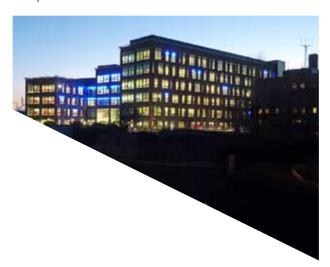
Our Shared Outcomes, Bold Ambitions and Joint Commitments



Across South Yorkshire and in each of our places we have existing, strong strategies and plans, these include our Health and Wellbeing Strategies, our Place plans, our 5 Year Health and Care Plan and our South Yorkshire Stronger, Greener, Fairer Strategic Economic Plan. It is not our intention in this initial Integrated Care Strategy to duplicate these but to build on them, setting out where, as a whole partnership working together, we can add value and support to go further faster on some of the more challenging and intractable issues to contribute to reducing health inequalities and improving healthy life expectancy.

Our intention is to:

- Ensure that we focus on what matters to people, including good access to high quality care and support, and to demonstrate we have listened we have identified this as one of our strategic goals.
- Amplify or give visibility to exemplars of best practice to support learning, sharing and adoption.
- Identify a targeted number of action focused bold ambitions which can only be achieved by the Integrated Care Partnership joining forces to practically align our collective power and influence to enable delivery at pace and at scale.



Our shared Outcomes are:

- Children and young people have the best start in life
- People in South Yorkshire live longer and healthier lives AND the physical and mental health and wellbeing of those with the greatest need improves the fastest
- People are supported to live in safe, strong and vibrant communities
- People are equipped with the skills and resources they need to thrive

Our Bold Ambitions are to:

- Focus on development in early years so that every child in South Yorkshire is school ready
- Act differently together to strengthen & accelerate our focus on prevention and early identification
- Work together to increase economic participation and support a fair, inclusive and sustainable economy
- Collaborate to value & support our entire workforce across health, care, VCSE, paid, unpaid & carers and to develop

Our Shared Outcomes

1

Children and young people have the best start in life



I believe in empowering individuals to be self-sufficient and not wholly reliant on healthcare professionals but to take personal responsibility for their health. I believe in getting this right from school age.

Why is it important?

- The 1,001 days from pregnancy to the age of two set the foundations for an individual's cognitive, emotional and physical development[1]. Development in the early years (including in the womb) can have a lifelong impact on health and wellbeing, educational achievement and economic status.
- Childhood is the most important time for enabling the development of behaviours that will have a lifelong influence on health and wellbeing, including physical activity and healthy eating.
- As with adults, the wider determinants of children's health include socio-economic factors, housing, social networks and education. Poverty is a major social determinant and adversely affects children's life chances.
- In South Yorkshire a quarter of children live in poverty which is higher than the national average and the increasing cost of living is placing additional strain on many families in our communities. We have lower rates of school readiness, more children who are obese and the number of children who have dental caries is higher than the national average. In addition, evidence suggests that the pandemic has had a significant negative impact on children and young people and their mental and physical health.

Key Facts:

Compared to the national average, children in South Yorkshire are:

- Less likely to be breastfed at 6-8 weeks after birth
- Have slightly lower rates of school readiness (71% of children achieved a good level of development at the end of reception)
- More likely to be obese (37% of Year 6 and 25% of reception children are overweight or obese)
- More likely to have dental caries (830 admissions per 100,000 population, ages 0-5)
- More likely to die / be seriously injured on roads (37 deaths per 100,000 population of those aged 16 and under
- There were 212 hospital admissions per 100,000 as a result of self-harm in those aged 10-14 (180 of our children).



What are we doing about it?

- We are working in each of our places, with our Local Maternity and Neonatal Network and Children and Young People's Alliance to enable all our children and young people to thrive, have good physical and mental health, high aspirations and to ensure that they are able to maximise their capabilities to participate and contribute to society.
- We are enabling children and young people and their families to have a voice together with the information, tools and resources to manage their own health and wellbeing and to actively participate in how we improve and integrate services.
- We know that there is more we can do together to support families including the development of family hubs in South Yorkshire to ensure that all our children are well supported in their early years and are all school ready and enabled to maximise their potential.
- We are committed to supporting a reduction in healthcare inequalities, using the new Core20Plus 5 framework adapted for children and young people. The 'Core20' is the most deprived 20% of the national population as identified by the national index of multiple deprivation. The plus groups include ethnic minority communities; people with a learning disability, autistic people; people with multi morbidities; and those with protected characteristics. Specific consideration is given to young carers, looked after children, care leavers and those in contact with the justice system.

As part of the framework five clinical areas have been identified to be focused on by Integrated Care Boards and Integrated Care Partnerships and these are the key areas we are already working on:

- Asthma
- Diabetes
- Epilepsy
- Oral health
- Mental health
- We are working together with the Mental Health Provider Collaborative to improve the support of our children and young people's emotional wellbeing and mental health responding to the ongoing impact of the covid pandemic.
- We know the association between exposure to adverse childhood experiences and poor adult outcomes is heightened in looked after access to services and the children therefore we are working to support all our looked after children to enable them to achieve academically and develop the capabilities to maximise their potential.
- Children's social care services are supporting families to stay safely together, with a focus on early help, access to services and preventing them from reaching crisis point.





As a South Yorkshire Integrated Partnership, we will:

- Act swiftly together to galvanise all partners, including partners in education and childcare settings, to deliver our bold ambition to focus on development in early years so that every child in South Yorkshire is school ready.
- Ensure, through our Place Partnerships,
 Local Maternity Network and Children's
 and Young People's Alliance that the voice
 and insights of families, children and young
 people are central to strengthening our
 understanding of their needs and enable
 changes to services to be co-produced.

- Through our Place Partnerships and Local Maternity Network, working closely with our communities, the Maternity Voices Partnership and VCSE, enhance maternity care, to decrease inequalities in maternal and neonatal outcomes.
- Building on existing relationships and multiagency collaboration, take a strengths-based and coordinated approach to establishing family hubs across South Yorkshire, which have a focus on supporting families with the greatest needs.
- Through our Place Partnerships and Children's and Young People's Alliance, enable all our children to have the information, knowledge, skills and confidence to have good physical and mental health so that they are able to increasingly manage their physical and mental health and wellbeing, maximise their capabilities and have choice and control over their lives.
- Through our Place Partnerships and Mental
 Health Provider Collaboratives, take action to
 improve support and access to mental health
 and wellbeing services for children and
 young people.
- Maximise the benefit of the Harvard Bloomberg City Leadership Programme for South Yorkshire focussed on Health Inequalities

Our Shared Outcomes

2

People in South
Yorkshire live
longer and
healthier lives
AND the physical
and mental health
and wellbeing
of those with the
greatest need
improves the fastest



To live a healthy, long life I want support maintaining my general health and mobility; access to fitness classes that suit me; confidence in my GP; suitable housing, preferably near a family member in case support is needed; enough money to eat reasonably healthily and to heat at least one room of my home.

Why is it important?

- People in South Yorkshire are living shorter lives than they should. Health inequalities arise because of the conditions in which we are born, grow, live, work and age. These conditions influence our opportunities for good health, and how we think, feel and act, and this shapes our mental health, physical health and wellbeing.
- People in South Yorkshire deserve better health and wellbeing.
- We want all citizens of South Yorkshire to benefit from an improvement in their health and wellbeing. We need to ensure that those with the greatest needs and /or most at risk from health inequalities see the biggest and fastest improvements.
- Creating the conditions for good health and wellbeing is key to prevent problems from arising in the first place
- But where problems do arise, we need to focus on preventing them from escalating further, so that people can live happy, healthy, and fulfilling lives for as long as possible.
- Creating good health and preventing ill
 health is better for people, better for services
 and better for the planet.

What are we doing about it?

To help improve physical and mental health and wellbeing and to reduce health inequalities action is being taken on a range of fronts:

- Partners are working together in every place with communities to take actions to improve the wider determinants of health such as education and skills, housing, employment opportunities, neighbourhoods and communities, air pollution, climate mitigation and adaptation.
- Place based Partnerships, including the Voluntary Community and Social Enterprise (VCSE) sector are working with communities to support a strengths-based approach to the development of vibrant communities (see later sections)
- Targeted actions are being taken on the main risk factors for the conditions that are leading to premature death – smoking, alcohol, obesity and hypertension. For example, each Place is working to reduce access to tobacco and support people to stop smoking and all Trusts in South Yorkshire are implementing the QUIT Programme.⁴ Place Partnerships and the Children and Young People's Alliance are working with schools to promote healthy weight for children and young people.



- Healthcare services are taking steps to identify earlier, and improve the clinical management in line with evidence, of the three main diseases that contribute to our premature mortality – cardiovascular disease (heart disease and stokes), respiratory disease and cancer - and of their risk factors (such as high cholesterol, high blood pressure and diabetes).
- We have a well established Cancer Alliance that is leading the way with its focus on health inequalities and early diagnosis using behavioural science techniques, working in partnership with communities, primary care and the voluntary sector.
- We also have regional Clinical Networks for Cardiovascular, Diabetes, Stroke and Respiratory Disease. Our places are all actively involved in delivering prevention and management initiatives linked into these Clinical Networks.

- Place Based Partnerships and the Mental
 Health Provider Collaborative are working
 with communities and people with lived
 experience to improve mental wellbeing, by
 promoting the importance of mental health
 throughout every stage of life, identifying
 those at risk of poor mental health and
 reducing the factors that contribute to this,
 including social and economic factors.
- Proactively enabling early intervention to prevent more serious difficulties and preventing suicide. Supporting people with mental ill health to have better physical health and working with primary care to enhance the annual physical health check for people with serious mental ill health.
- Mental Health Trusts now have specialist
 Tobacco Treatment Advisors who are helping
 put people in contact with secondary care
 mental health stop smoking services.
- Adult social care services are helping people to live the life they want while keeping safe and well in their local communities, guided by the 'Making it Real' Framework⁵ focusing on what matters most to people.

- We are being guided by what is important to people, we know that this includes access to services, seeing the right professional, at the right time and getting the right support when they need it. To enable this, we are working together to improve access to services, understand and remove barriers and enable the integration of care. For example Places are developing multidisciplinary teams, bringing together Primary Care Networks, community services, specialist community teams, social care and the VCSE sector.
- We have an effective health protection programme in South Yorkshire and will continue to work with the UK Health Security Agency (UKHSA) and NHSE to deliver health protection, including maximising delivery of routine adult and childhood vaccination programmes and ensuring effective delivery of covid and seasonal flu vaccination programmes. We will also continue to support delivery of health protection through Local Authorities, eg environmental health protection, outbreak management and addressing air pollution.
- Places are increasing their focus on addressing ethnic health inequalities.
 For example improving access to social prescribing for ethnic minority communities.
- Partners are also developing their approach to the use of data and information from patients and communities to more effectively identify individuals and communities who

- are at risk or are experiencing poor health outcomes and adapting the way care or broader interventions are delivered to improve patient experience, access and outcomes. For health care services, this is known as taking a population health management approach.
- While progress is being made, if we are to prevent people living in South Yorkshire from having many years in poor health or from dying too early, we need a step change in the focus on wellbeing, prevention and the early identification and management of physical and mental ill health.

As a South Yorkshire Integrated Care Partnership we will

- Through our Place Partnerships,
 Collaboratives and Alliances, ensure that
 community voice and insights are central
 to strengthening our understanding of our
 population needs and enable changes to
 services and local programmes to be co produced with local communities and people
 with lived experience.
- Work through our Place Partnerships with local communities and the VCSE as equal partners to support local geographic and other communities to identify and address what matters most to them and ensure that prevention interventions are coproduced with local communities, delivered, and funded at sufficient scale to have real impact.

- Work through the Place Partnerships,
 Collaboratives and Alliances to accelerate
 the move from reactive care to proactive
 care, taking a whole-person approach and
 focusing on what matters most to people.
- Work together to ensure that people of all ages have the information, knowledge, skills and confidence they need to manage their physical and mental health and wellbeing, have choice and control in their own lives, and are able to use their skills, knowledge and experience to benefit the wider community.
- We will act differently together to deliver our ambition to strengthen and accelerate our focus on prevention and early identification.
 This will include a focus on improving access and the quality of care and support to reduce inequalities in access, experience and outcomes.
 - This will mean focusing on the: Four main modifiable risk factors – smoking, healthy weight, alcohol, and hypertension
 - Early identification and management of the three main causes of early death and unwarranted variations in care in South Yorkshire – Cardiovascular, Respiratory Disease and early diagnosis of Cancer.
- We will enhance rehabilitation for patients prior to cancer therapy and rehabilitation for people with cancer, cardiac and respiratory diseases and stroke. By doing this we can help to delay the onset of multimorbidity and frailty as well as premature death.

- We will take a personalised approach to support those living with multiple conditions and those with life limiting conditions, enabling choice and control and supporting end of life planning.
- We will work with communities and people with lived experience to improve mental health and well-being and to remodel and integrate mental health services to have a strong focus on prevention, early intervention, resilience and recovery and continue our focus on reducing suicides.
- We will work together to challenge mental health stigma and promote social inclusion and social justice for everyone affected by mental illness.
- We will work with:
 - People with serious mental health conditions and those with learning disabilities and autism to improve their physical health.
 - People with serious physical long-term conditions to enable them to have good mental health.
 - Ethnic minority communities to support improvements in physical and mental health

- NHS partners will commit to increase the focus on reducing inequalities in healthcare using the 'Core 20 Plus 5' an NHS England health inequalities framework to support local health services to focus action on:
 - People living the most deprived neighbourhoods (Core 20).
 - Locally identified priority groups (Plus).
 Our Places each identified their priorities groups. Examples include people from ethnic minority heritage, Gypsy, Roma and Traveller communities, asylum seekers, people with learning disabilities, homeless, LGBQTrans communities.
 - Five clinical areas that will impact significantly on health inequalities if we accelerate improvement: maternity, severe mental illness, chronic respiratory disease, early cancer diagnosis and hypertension and high lipids.
 - Decreasing smoking.
- We will increase our joint use of data and information to identify those at risk to target improvements in care, treatment and support. This is taking a population health management approach and will help us to support those who need it most.



Our Shared Outcomes

3

People are supported to live in safe, strong and vibrant communities



My health and wellbeing are severely affected by the environment in which we live. Clean air, green space access, safer roads, installation of renewable energy sources in public areas, improved public transport locally, more of it at affordable prices to encourage use.

Why is it important?

- We have many strong, proud and vibrant communities in South Yorkshire, but many communities have seen the decline of their local economy and of their community assets and through this they experience a lack of connectivity to education, employment and opportunities.
- The physical environment where people live and work and how safe they feel in their communities are important in creating good health and health outcomes.
- People living in places with poor quality housing, high air pollution and traffic volumes, poor access to green space and poor active travel and public transport links to jobs, services, family and friends and leisure are far more likely to experience poorer health outcomes. These differences in the quality and liveability of our communities and local places are key contributory factors to the health inequalities we see across South Yorkshire.
- Living in poor quality housing, or homes that you are unable to heat is known to contribute to both physical and mental health problems. We know that this is an issue in South Yorkshire, with the latest published data (2020) estimating around 18% of South Yorkshire homes were experiencing fuel poverty. This is significantly worse than the England average, and likely to have increased considerably with increasing cost of living challenges.

What are we doing about it?

- Health and Care Partnerships in every place are working together to address these wider determinants and support community development. They are enabling the growth of community infrastructure, working to increase access to physical activity in communities, working closely with the VCSE sector and with communities to enable use of our estate.
- Place Partnerships are also working together
 to ensure sufficient warm, sustainable and
 affordable housing is built across South
 Yorkshire and linking housing improvement
 programmes to public health and wider
 social care agendas. Places are also aligning
 services for those with cold homes to
 address the key drivers of fuel poverty,
 income, energy efficiency and fuel prices.
- In each place organisations are working to leverage their local economic power to help create more accessible jobs for people in our communities and retain more of our public sector spend within our local areas to deliver additional social value for local people, including building wealth within our local communities through progressive procurement strategies. Progressive procurement is about making it easier for potential suppliers to bid for opportunities and to offer their goods and services to public sector organisaitons in a way that it benefits the local communities.
- Places are taking a strengths-based approach to build on the skills and strengths in different communities to enable positive and sustainable improvements.

- Places are working with local people and the VCSE sector to find solutions to local issues. Taking an asset-based community development approach is important in creating vibrant communities in which people feel happy, safe and proud. Putting more power and control in the hands of local people and local organisations helps to build stronger communities.
- This on the ground approach is enabling us to create more connected local communities.
 Being part of and feeling like you belong to a connected and resilient community, with opportunities to be physically active and participate in arts and culture, all contributes to people's mental as well as physical wellbeing.
- Work is underway to enable access to green space, leisure and sport facilities in our local communities, and to also enable access to cultural and creative opportunities all of which positively contribute to health and wellbeing.
- Strengthen our action on climate mitigation and adaption to unlock co-benefits for health and reduce health inequalities

As a South Yorkshire Integrated Care Partnership, we will:

Through our Place Partnerships,
 Collaboratives and Alliances we will
 actively support strength based community
 development, work to enable access
 to green space, cultural and creative
 opportunities and ensure decisions are
 made as close to communities as possible.

- In doing so we will promote physical activity and enable participation in meaningful activities to increase connectivity and reduce loneliness.
- Work through our Place Partnerships with local communities and the VCSE as equal partners to support local geographic and other communities to identify and address what matters most to them and co-produce solutions that address issues and enable community development in a way that contributes to safer, stronger more vibrant communities.
- Support the work in each place to ensure that sufficient warm sustainable and affordable housing is built across South Yorkshire and linking housing improvement programmes to public health and wider social care agendas, maximising the opportunities of working together across South Yorkshire where it makes sense to do so.
- Through our Place Partnerships,
 Collaboratives and Alliances, and together with our communities to harness our collective role as anchor institutes to aid community development.
- Use our ability as a partnership to share learning and influence wider partners so that all are able to act as an advocate for safer and stronger communities.

Our Shared Outcomes

4

People with the skills and resources they need to thrive



My health is dependent on my financial stability. If I can afford to heat my home, eat well, socialize, and commute to work safely then I am starting from a good foundation.

Why is it important?

- We know that being able to keep well, have choice and control and feel able to manage your own health and wellbeing is important to people in South Yorkshire. Equipping people with the skills and resources they need is vital so people have the information, knowledge, skills and confidence to keep well, manage and improve their own health and wellbeing and know when to seek support.
- To have a healthy society we need a range of building blocks in place as already described, these include stable jobs with good pay, quality housing and education. As outlined socioeconomic factors such as education, employment and income all impact on our health and wellbeing.
- Together with a focus on the first 1001 days access to high-quality education will reduce inequalities in educational outcomes and enable children to maximise their capabilities and have control over their lives. It is also important that learning opportunities are available for adults of all ages to develop the skills and qualifications needed for employment and progression.

- resources they need to thrive, through formal education, informal life-long learning, adult and community education, enables people to maximise their potential, participate in their communities and secure stable employment or contribute in other ways. It also equips people with the ability to research, ask questions, think critically, be curious and access/find the information and knowledge they need about how to manage their own health and wellbeing behaviours, supporting the wider prevention agenda.
- Being in work is good for both physical and mental health and wellbeing. Currently 72% of South Yorkshire residents aged 16-64 are in employment and this is significantly lower than the England average. Sheffield has one of the lowest rates in the country at 69%. As well as having less people employed in South Yorkshire the average weekly earnings are only 91% of the England average.
- Sickness absence in South Yorkshire is also higher than England. Doncaster has one of the highest rates in England, at 3.1%.
 There is a relationship between health and productivity, healthy people are more productive in the workplace.
- Affordability has been identified by people in South Yorkshire as an area of challenge and a barrier to enabling them to manage their health and wellbeing. It is anticipated that this will increase further as the cost of living increases, resulting in more children, young people and adults in South Yorkshire living in poverty.

What are we doing about it?

- The South Yorkshire Mayoral Combined Authority is working with partners to enable delivery of the South Yorkshire Stronger, Greener, Fairer Strategic Economic Plan. The Strategic Economic Plan (SEP) sets out local leaders' blueprint to drive our post covid recovery and to transform South Yorkshire's economy and society for people, businesses and places. We are already working to develop an inclusive and sustainable economy. "An inclusive and sustainable economy is one that works for everyone, with no one being left behind. It also protects the needs of future generations by ensuring that these can be met within the means of our planet"
- inclusive and diverse so everyone can access good work with fair pay. The South Yorkshire Skills Strategy which is in development will help support lifelong learning and develop people with the appropriate skills to support the economy. Life-long learning and skills development is important at all ages and in ensuring that people working in unsustainable industries are able to transition into quality, good, green jobs.



- Health and care services are working together to enable people to have the information, knowledge, skills and confidence to improve their health and wellbeing and feel confident about taking control and looking after themselves. Healthy engaged people are more able to work and are more productive in the workplace and thus able to contribute to wider economic prosperity.
- Places are working with communities and the VCSE to understand what matters most to people in our communities and what we can do to help to mitigate the negative health and wellbeing impacts of the increasing cost of living, e.g. ensuring they have a single point of contact and streamlined access to welfare advice and support.

As a South Yorkshire Integrated Care Partnership, we will:

- Strengthen our work together to ensure everyone in South Yorkshire can benefit from being in good work by harnessing the collective power of our anchor institutions and supporting the development of our health and care workforce.
- Take action with our partners to support those that may traditionally find it difficult to get into or stay in work or find other fulfilling ways to make a meaningful contribution, such as those with a physical or learning disability, or a long-term health condition. In South Yorkshire we have schemes in place such as Working Win, but we know we can do more to make a difference.
- Actively promote the development of inclusive labour markets by focusing on work and health, including local recruitment, supporting people to enter and stay in work, especially those with physical and mental health conditions, inclusion groups & in greatest need to address health inequalities.
- Partner with Education and skills providers
 who offer skills development at all stages of
 the life-course, in both formal and informal
 learning settings, to enable people to
 develop the skills and acquire the knowledge
 and understanding to look after their own
 health and wellbeing where possible

 Amplify, sharing learning and actively support the work underway in each of our places with local communities and the VCSE sector to reduce the impact of the increasing cost of living on people living in South Yorkshire, especially for those in the greatest need. Work together to understand those most at risk and to mitigate the impact of cost of living on access to health and care services and support.

GG

Being able to flex my employment around my health needs is the most incredible gift and I cannot thank my employer enough for that, I've had jobs in the past where disability and health have always been a barrier in the workplace but where I currently work the culture and support available is genuinely the best I could ask for.



Bold Ambitions

This strategy to better health, recognises the work already ongoing and set out in strategies and plans in each of our places and across South Yorkshire. Our intention is not to duplicate these but to build on them. This strategy sets out where, as a whole partnership working together, we can add value to go further faster with a targeted number of action focused **bold ambitions** which can only be achieved by the Integrated Care Partnership joining forces to practically align collective power and influence to enable delivery at pace and at scale. The next step is to do the work to agree together the specific actions we need to take to deliver on these ambitions.

Focus on development in early years so that every child in South Yorkshire is school ready

Raise the level of school readiness in South Yorkshire and close the gap in those achieving a good level of development between those on full school meals and all children by 25% by 2028/30

2 Act differently together to strengthen & accelerate our focus on prevention and early identification

With a focus on the four main modifiable risk factors, smoking, healthy weight, alcohol and hypertension and early identification and management of the main causes of premature mortality in South Yorkshire. Specifically acting together to strengthen our focus on reducing smoking to reduce the levels of smoking to 5% by 2030

Work together to increase economic participation and support a fair, inclusive and sustainable economy

Reduce the economic inactivity rate in South Yorkshire to less than 20% across our places by 2028/30

Reduce the gap in the employment rates of those with a physical or mental health long term condition (as well as those with a learning disability) and the overall employment rate by 25% by 2028/30

Enable all our young people that are care leavers in South Yorkshire to be offered the opportunity of good work within health and care by 2024.

Establish a South Yorkshire Citizens Assembly for climate change and accelerate progress towards environmental statutory emissions and environmental targets

Collaborate to value & support our entire workforce across health, care, VCSE, carers, paid, unpaid. Developing a diverse workforce that reflects our communities

Develop a Workforce Strategy that will enable us to collaborate across South Yorkshire to educate, develop and support our workforce

For our statutory partners to accelerate progress towards a workforce that is diverse and representative of all our communities

Contribute to South Yorkshire becoming an anti-racist and inclusive health and care system through everything that we do and how we do it with our communities. Committing to real actions that will eradicate racism.

The Voluntary, Community, Faith organisations need support (funding, training & support etc) to support local community members around health & wellbeing

Joint Commitments

To enable successful delivery of our strategy requires us to do things fundamentally differently for our communities. Our commitments underpin delivery of our Integrated Care Strategy.

They are:

- To be bold, generous, visible and collaborative in our leadership for the people of South Yorkshire, doing things differently being courageous and taking risks where it improves outcomes or reduces health inequalities.
- To identify, recognise, and tackle systemic discrimination together with a focus on anti racism
- To reallocate our resources to where there is most need and where they can have the greatest impact on population health outcomes. This means reducing duplication, investing differently and earlier in people's lives. It means reallocating our collective resources towards prevention and those people and areas with the greatest needs.
- To join up service delivery and support between health and social care and VCSE where it makes sense to do so in our places and across South Yorkshire
- To listen and facilitate co-production with people and communities
- To create a culture of learning and innovation, where best practice is shared confidently and adopted quickly across communities, places and South Yorkshire as a whole.
- Develop and deliver inclusive enabling strategies which support delivery of our strategy to better health

What do we mean by these commitments?

Bold Collaborative Leadership

- As a Partnership we are making a
 joint commitment to bold, visible and
 collaborative leadership which embraces and
 empowers leaders at all levels and across
 all partners working within a distributed
 leadership model.
- We will harness the power of our collective leadership across the Partnership, including VCSE. We will take an inclusive approach to develop leaders at all levels to reflect the communities we serve and develop a eadership culture which is inspiring and courageous.

Identify, recognise and tackle systemic discrimination with a focus on anti-racism

- As a Partnership we are making a joint commitment to identify, recognise and tackle systemic discrimination with a focus on anti-racism. We will identify and make systematic discrimination visible and work together to create the conditions to address it and to ensure fair and inclusive treatment and engagement.
- We are committed to supporting health and care systems, change levers and management leadership behaviours to tackle ethnic health inequalities and promote quality of care, safety, compassion and a fairer experience for patients, NHS staff and diverse communities alike.

Reallocate our resources

- As a partnership we are making a joint commitment to reallocate our resources to where there is most need and where they can have the greatest impact on population health outcomes. This means reducing duplication, investing differently and earlier in people's lives. It means reallocating our collective resources towards prevention and those people and areas with the greatest needs.
- To deliver this Strategy we know that we will need to be more flexible with the use of our financial resources, rebalancing our spend towards prevention and those with the greatest needs to address health inequalities. This will mean collectively challenging ourselves as partners to operationalise a different approach to allocating our resources. We are committed to working through this together, understanding each other's differing financial regimes, the national constraints we need to operate within and considering what we can do differently, including the scope of our pooled budget arrangements.
- We will continue to strive to make best use of our financial resources, to ensure value for money and work towards a financially sustainable health and care system.



Joined up service delivery & support

- As a Partnership we are making a joint commitment to joined up service delivery and support. Through our engagement work we know that people really value access to high quality health and care services that are easy to navigate, personalised and joined up in their delivery. In every place in South Yorkshire, we are already working to join up service delivery and support by integrating health and care services. General practices are working together as Primary Care Networks, with community health services, mental health, social care, community pharmacy and the VCSE sector. They are working together to integrate health and care services through the creation of integrated multidisciplinary neighbourhood teams. To deliver more preventative and personalised care, treatment and support for people in their local communities.
- Across South Yorkshire Better Care Fund
 Plans supported integration by enabling joint
 planning and pooled budgets between NHS
 commissioners and Local Authorities. Section
 75 is a key tool to enable integration and
 is well utilised in South Yorkshire. Through
 the Better Care Fund, we have enabled
 people to stay independent for longer and
 improved our hospital discharge pathways
 and reablement services.

 There is still much more we can do to better integrate health and care services, physical and mental health services in each place working with our communities, the VCSE and our developing Provider Collaboratives and Alliances. By joining up service delivery and support we will be able to better meet the needs of individuals and communities in South Yorkshire.

Listening and co-production with people and communities

- As a partnership we are making an ongoing commitment to listen consistently to, and collectively act on, the experience and aspirations of local people and communities.
- We will work creatively and accessibly to reach those whose voices / views / opinions/ experiences that are underrepresented, seldom heard, too often ignored or not sought, working closely with the Voluntary Community and Social Enterprise sector (VCSE) and using flexible methods.
- Understanding the insights and diverse experiences of people and communities from across South Yorkshire is essential to help us build on all the strengths within those communities, enabling us to co design services to address health inequalities and the other challenges faced by our health and care system and our places.

Creating a Culture of Learning and Innovation

- In South Yorkshire we want to create the conditions for a high learning and sharing health and care system, where best practice is shared confidently and adopted quickly across communities, places and South Yorkshire as a whole.
- We want to work together to strengthen our approach to research and innovation and bridging the gap between new knowledge, research and implementing evidence of what works to improve for all our local communities. There are a number of healthcare research and innovation organisations that operate in South Yorkshire that we are already connecting with, including University of Sheffield and Sheffield Hallam University and we have also partnered with the Academic Health Science Network to establish an Innovation Hub.
- We are committed to further forging partnerships between the NHS, Universities and Industry to contribute to improving the health and wellbeing of people living in South Yorkshire. Our aim is to:
 - Increase the pace of adoption and spread of impactful innovation
 - Make data, research evidence and insights more accessible
 - To support researchers and innovators and remove obstacles for those with potentially impactful solutions for health and care

- The South Yorkshire Integrated Care
 Partnership provides a refreshed opportunity
 to advocate for increased focus for
 innovation and research in the primary
 and social care sectors and explore new
 opportunities for socially focused research on
 challenges experienced by our communities,
 including the wider determinants of health.
- We will develop and use plans for an Academy for Population Health and Health Inequalities as a platform to connect people working across all sectors of our health, care and VCSE system to raise awareness and share knowledge. The academy will develop the confidence and capability of our workforce to enable cultural change to facilitate better collaboration and integration with the intent of reducing health inequalities and improving the health of people across South Yorkshire.



How we will achieve our ambitions: Enabling plans and our partnerships

Inclusive Enabling Plans

Developing Our Workforce

- Our South Yorkshire health and care workforce is our greatest asset as an integrated care system. Over 72,000 people are employed across our NHS and care sectors, spanning over 300 diverse roles. In addition, our communities benefit from a strong Voluntary, Community and Social Enterprise (VCSE) sector. Our workforce has grown, but demand is now often outstripping supply and there are ongoing challenges which require us to work together differently as partners.
- In addition to our health and care workforce
 we also recognise the significant role of
 unpaid carers, which includes thousands
 of people providing unpaid care either in
 volunteering roles or as informal carers.
 Carers often experience poorer health
 outcomes themselves and report that the
 experience of care for their family member,
 and themselves could be improved.

- Across South Yorkshire we operate a wellestablished Workforce Hub. The Hub has been developed in partnership with Health Education England and is aligned to the NHS South Yorkshire. It delivers a range of workforce transformation programmes across health and care to support education and training, recruitment, retention, health and wellbeing, equality, diversity and inclusion, and new ways of working.
- It has been agreed with our partners to develop a workforce strategy for South Yorkshire. This will enable us to:
 - Ensure that our workforce feels valued and supported by health and care organisations in South Yorkshire and the system as a whole
 - Drive parity of esteem across sectors and develop a sense of belonging
 - Continue to support the health and wellbeing of our existing workforce
 - Develop our future health and care
 workforce, supporting local people to
 enter health and care roles, and those
 that may traditionally find it challenging
 to enter and stay in work, such as care
 leavers or people living with a physical or
 mental health conditions.

- Recruit and develop a workforce that reflects the diversity of the communities we serve
- Deliver the NHS People Plan ambition for more people, working differently, in a compassionate and inclusive culture and to ensure our workforce and staff find fulfilment and enjoyment in their work
- Progress shared development of innovative new workforce roles to meet emerging needs
- Deliver on our commitment to the Sheffield Race Equality Commission recommendation to become anti-racist employers by 2024
- Work with partners to address health inequalities, especially where protected characteristics have increased those inequalities
- Put in place programmes to support unpaid carers which are coproduced to meet their needs.

Quality and Quality Improvement

• Access to high quality health and care is consistently identified as a key theme that is important to people in South Yorkshire. We know that seeing this through a Health Inequalities lens is critical to delivery of our goal of Fairer Outcomes for All. Our approaches to Quality and Quality Improvement need to build on the principles of fairness and equity. We have embedded an approach to continuous improvement and delivery of high-quality services as a fundamental principle of our collective delivery. We are keen to build on this and to continue to

- embed a culture of continuous learning and improvement across our Partners.
- Our Partners are committed to delivering high quality services that meet the needs of local communities and are evidence based, and to do this through embedding the voice of our citizens throughout our work; an area we are already progressing through our System Quality Group and our broader delivery programmes. Engaging with the power in the voices of local people, listening to their needs and being driven by high quality, timely, information is core to our continuous development.
- As well as being driven by continuous improvement, we will be responsive in our approach to quality management and understanding the key risks across the systems, working together to respond to pressures across the system, embedding a supportive culture and using our collective experience and expertise to ensure we mitigate any risks to service delivery.
- We have set out a series of key principles for Quality which we deliver through the work of the partnership:
 - We will work together to develop detailed clear standards defining what high quality care and outcomes look like, based on what matters to people and communities.
 - Create a shared understanding of accountabilities for the delivery of quality and safety across the system.
 - Focus our resource and embed effective quality governance arrangements appropriately



- Core to our approach will be to reduce health inequalities and minimise variations in the quality of care and outcomes across South Yorkshire to inform our ongoing improvement
- Embed a single, consistent approach to measuring quality and safety using KPIs triangulated with intelligence and professional insight,
- Celebrate where we have got things right and share this learning widely to continue our development journey.
- Focus on adopting innovation, embedding research and monitoring care and outcomes to provide progressive, high-quality heath and care policy.
- As part of setting out our governance arrangements, we have embedded an approach to quality and monitoring, which will further develop to complement our work programmes and delivery of services. We recognise, within this, the important role of regulators including the Care Quality Commission (CQC) and Office of Standards for Education, Children's Services and Skills (OFSTED) in ensuring we meet requirements around safety and quality. We will continue to ensure that individually, and collectively, we work with agencies to learn and develop. This will include learning from good practices elsewhere both within and beyond the UK, embedding national policy and recommendations as well as learning from our local service delivery.

Improving Access to Services, care and support

- Access to health and care services is identified by people in South Yorkshire as important to them. Across health and care we know that there is variation in access and that there is more that we can do working with our local communities and VCSE to understand the barriers people face and how to enable these be overcome to facilitate more equitable access.
- Access to primary care is an area specifically identified. In recent years primary care has been challenged by increasing workload, both complexity and intensity and workforce challenges. The expectations of people and professionals are changing and with them the manner and scale in which services are delivered are being adapted, drawing on technology and digital solutions, balancing the need for face to face and remote consultations, whilst building capacity to enable us to meet increasing patient demand.
- The South Yorkshire Primary Care Provider Alliance brings together General Practice, Community Pharmacy, Dental and Optometry. It will develop a strategic plan for primary care which includes recommendations from the Fuller report published by NHS England. This will address the need to enable good access to services delivered at the right scale, whilst retaining the benefits of local neighbourhood services that offer continuity of care. NHS South Yorkshire will commission Community

Pharmacy, Dental and Optometry services from April 2024, creating an opportunity to play to the respective strengths of the providers of primary care services, including addressing issues with access to dentistry, widening the range of services available through Ophthalmic Opticians and increasing the role of community pharmacies in providing services and support to local populations.



What matters to me about my health and wellbeing is getting care for me & my family in a timely way when we need it - be it an ambulance, a care home, a GP appointment.

- Similar to the position nationally, waiting lists for hospital treatment in South Yorkshire have increased through the pandemic. Working through our Acute Provider Collaborative we have a strong focus on reducing waiting times. We are also working through Place Partnerships and our Urgent and Emergency Care Alliance to develop and implement plans for winter to increase capacity and support to deliver more personalised and preventative care and support for people in their own homes.
- The pandemic has also increased demand for mental health services, including children's and young people's mental health and neuro diversity services resulting in increased waiting times. We are working through our Place Partnerships and our Mental Health Provider Collaborative to take action to address this. Our aspiration is in line with 'No Wrong Door', NHS Confederation publication that sets out a vision for mental health, learning disability and autism services in 2032 is that there will be no wrong door to access quality and compassionate care and support.

Estates

 Health and care services in South Yorkshire are delivered in a wide range of buildings and hubs across our communities. An Estate Strategy for South Yorkshire was developed by NHS South Yorkshire during 2021/22. The Estate Strategy is working towards ensuring that we have modern, fit

- for purpose, sustainable and high-quality estate for the people in South Yorkshire. Its purpose is to demonstrate how our estate can be improved over time, for the benefit of patients, staff and the local community.
- We have been increasingly moving from a functional approach to managing our estate, to one which looks at the whole estate across South Yorkshire, building on the 'One Public Estate' approach and principles. The Estate Strategy embeds this approach and provides a strategic focus and added value via a collaborative and innovative approach to estates management, maintenance and efficiency; and strategic development and investment across the ICB footprint. It supports delivery of our clinical strategies and joint plans to maximise use of our assets through greater utilisation of existing estate, co-locating with other agencies and services where possible, creating a better patient environment and reducing the carbon emissions linked to our estate.
- Through this we are committed to taking a strategic approach to managing our estate to get the most out of our collective assets.
 That includes working with our communities to ensure that we plan and deliver integrated services that are in the right places and furthering our role as anchor institutions by supporting the use of our estate by VCSE and local communities contributing to social value.

Digital, data and technology

- In South Yorkshire we have an ambitious plan for digital transformation. Our vision is to promote and coordinate optimal use of digital tools, integration and interoperability of technologies (how technologies speak to each other and work together) to create a seamless digital experience for people and clinical staff with the aim of increasing safety, improving experience and reducing inequity.
- Our priorities are:
 - Working with communities VCSE and other anchor organisations / institutes to enable digital inclusion
 - Actively supporting improvements in partner digital maturity and digital transformation including delivery of electronic health records and shared care records. This will support joined up service delivery, improve access to data for health and care staff and improve reliability and cyber security.
 - Implementing transformative technologies for our public to remotely interact with their care record, use new remote monitoring technologies to access health and care services and manage their own health and wellbeing.
 - Develop a digital workforce strategy to improve digital and technical expertise and enable new ways of working.

- We are committed to working with partners to co create a high-quality intelligence service for South Yorkshire to enable better use of data to understand our population health needs and health inequalities.
 Practically this means:
 - Supporting development of a dataliterate community across South Yorkshire to develop an insight-led health and care system.
 - Provision of a South Yorkshire data platform, collating not only health and care data, but information integral to understanding wider determinants of health.
 - Supporting, where legally appropriate, sharing of data and information with research partners
 - Expanding our analytical capability to use innovative tools, techniques and advanced analytics to deepen our understanding of outcomes and develop new integrated pathways of care.
 - Building a strong analytical community to promote sharing of data management and analysis skills and expertise across the system



What matters to me is staying healthy to enable me to stay independent and remain in my own home as long as possible.

Quote from a South Yorkshire Citizen submitted as part of the What Matters to You exercise

Sustainability

 A Sustainability and Green Plan was launched by the South Yorkshire Integrated Care System in 2022. It sets out a programme of work that focuses action on a number of areas including estates and facilities, travel and transport, supply chain, medicines and adaptations, alongside workforce and digital. Local priorities were also identified, including primary care. The agreed programme of work set out in the South Yorkshire ICS Sustainability and Green Plan enables us to exploit synergies between partners.

- Climate change and population health are closely linked, the actions needed to promote sustainability and tackle climate change are also those that contribute to preventing ill health and improving population health. Taking a more preventative approach to health also can reduce health sector carbon emissions. Recognising this interdependence, as an Integrated Care Partnership we will collaborate with existing programmes of work and strengthen our commitment as partners to work together and with others to have a wider impact. By joining up our work to raise awareness, educate our workforce and progress initiatives to deliver sustainable travel, active travel, reduce air pollution and other sustainability initiatives.
- Action on climate and the environment also can improve health and reduce health inequalities through other mechanisms. For example improving the energy efficiency of homes results in warmer homes and helps reduce the cost of living, both which are related to better health outcomes and contribute to reducing health inequalities. The creation of good, accessible, green jobs could be targeted to those further away from the labour market and to those needing to transition from carbon intensive jobs.
- There are also many opportunities to boost the local economy collectively as anchor institutions by meeting South Yorkshire's net zero ambition, including the needs of the NHS, by supporting local innovation, local businesses and local jobs.



- Working with partners to support nature recovery will also benefit health by providing more options for nature connectivity for our communities and can also support climate adaptation by reducing flood risk and protecting against high urban temperatures.
- The NHS has committed to reaching carbon net zero. The Health and Care Act 2022 placed new duties on NHS to contribute towards statutory emissions and environmental targets. The South Yorkshire Mayoral Combined Authority and Local Authorities are moving at pace to develop tangible plans for how they tackle climate change, including the Mayoral manifesto commitment to establish a South Yorkshire Citizens Assembly for Climate Change and together this has fuelled our collective ambition.

Broadening & strengthening our partnerships

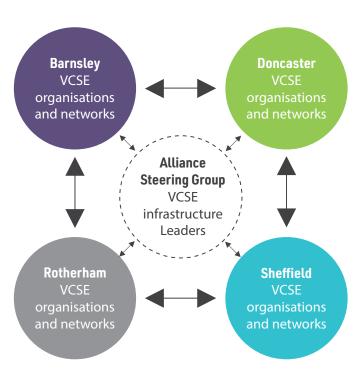
 As a Partnership we will only be able to achieve our bold ambitions and make progress in relation to our shared outcomes to improve the health and wellbeing of people living in South Yorkshire and reduce health inequalities if we work together as partners and broaden and strengthen our partnerships.



Working with our Voluntary, Community and Social Enterprise Sector (VCSE)

VCSE Sector in South Yorkshire

South Yorkshire is home to over 6000
diverse VCSE organisations undertaking wide
ranging activities and services that impact
positively on the health and wellbeing of our
communities. This includes small grassroots
community associations, community groups,
voluntary organisations, faith groups,
charities, not for private profit companies
and social enterprises.



How will we work in real partnership with VCSE?

- We hugely value the contribution of VCSE organisations to our health and care landscape, and the Integrated Care System is committed to embedding and strengthening the role of the VCSE sector as an equal partner in our work, fulfilling its potential to collaborate on strategy, delivery, engagement and insight.
- with our VCSE partners to develop a
 VCSE Alliance. The Alliance will enable
 VCSE organisations across South Yorkshire
 (and Bassetlaw where appropriate) to
 participate in system work in meaningful
 ways including networking, information
 exchange, co-designing new opportunities
 and participating in South Yorkshire level
 ICS meetings. The Alliance will connect
 with VCSE organisations and networks in
 our Places, and will be guided by a Steering
 Group of VCSE infrastructure leaders (please
 see diagram).
- A new VCSE and ICS Memorandum of Understanding describes our relationship underpinned by shared values, principles, responsibilities and priorities. This has been co-designed by VCSE partners and conversations with NHS and Local Authority partners and will be adopted in 2022/23.
- Our 'enabling' priorities for partnership working include strengthening our VCSE commissioning and investment approach, enhancing communications, and building a culture of parity of esteem.

What will we do together?

- We will build on successful work already underway such as social prescribing and identify new opportunities and potential for collaboration across our system partners and transformation priorities.
- We have started a conversation about how we value and support the workforce both paid and unpaid across all sectors in South Yorkshire and will co-design a new workforce strategy with voluntary sector partners.
- We will continue to utilise VCSE expertise
 in our work with VCSE, NHS and Local
 Authority partners to strengthen and support
 volunteering across South Yorkshire.
- We are scoping opportunities to understand how our voluntary sector partners can work with us to improve outcomes on a range of pathways including mental health, maternity and stroke.
- enhancing population health and tackling health inequalities, we will harness VCSE expertise and knowledge of our local communities of geography and diversity. Building on our experience of and learning from collaboration during the Covid 19 pandemic, and as we look ahead to a cost of living crisis, this has never been more important.

Working with other agencies including Housing and Education

- Place Partnerships in South Yorkshire
 are already facilitating multi agency
 collaboration that enables consideration
 of the physical, social, structural and
 commercial environments people live in
 that directly impact on their ability to lead a
 healthy life.
 - To enable children and young people to have the best start in life we will build on the existing relationships to strengthen our work with education providers. Education is a key factor that influences the health and wellbeing of children, young people. Not being in education increases the risk of a range of negative outcomes for young people. Increasing access to a high-quality education will reduce inequalities in educational outcomes and enable children to maximise their capabilities and have control over their lives.



- In enable people in South Yorkshire to live longer healthier lives we will build on our existing relationships with adult focused education providers, including through the development of the South Yorkshire Skills Strategy. Life long learning is important to enable people to develop the skills to work and for career progression so we will work with Life-Long learning delivery partners and the VCSE to ensure people continue to learn the skills they need to thrive in the fast-changing world of the 21st Century.
- We will also build on existing relationships with housing providers to support people to access the right housing support they need, as the quality of housing, house tenure and affordability are all linked to health and wellbeing.
- As a South Yorkshire Integrated Care
 Partnership we will strengthen multiagency collaboration through our Place Partnerships and facilitate work with other agencies across South Yorkshire where it adds value to do so. This could be on planning for cross boundary housing developments, engaging with communities and public transport providers across South Yorkshire to improve links, walking and cycling routes and further developing sustainable and active travel.

Harnessing our collective role as 'Anchor Institutions' - Working through our Partnerships to develop an Anchor System

- Health, Local Authorities, Universities and other large employing organisation in our communities are 'anchor institutions' which have an important presence in an area. This is usually through a combination of being largescale employers; the largest purchasers of goods and services; controlling large areas of land; and having relatively fixed assets. The term anchor is used because they are unlikely to relocate given their connection to their local community. They can make a real difference to social determinants and have a significant influence on the health and wellbeing of communities.
- In South Yorkshire we are committed to collectively harness our role as 'Anchor Institutions' across the NHS, Local Authorities, Universities, particularly maximising our collective contribution as large scale employers to support the health and wellbeing of our staff, develop the health and care workforce for the future, creating a more inclusive and sustainable economy.

Enabling delivery of our Integrated Care Strategy and

measuring success

- To enable delivery of our Integrated
 Care Strategy we will develop a delivery
 plan overseen by our Integrated Care
 Partnership.
- The NHS South Yorkshire Five Year Joint Forward Plan to be developed by March 2023 will be a key delivery vehicle for our Integrated Care Strategy.
- We will also develop an outcomes framework to inform and monitor our progress towards our goals and vision.
- The framework will include the multiple levels at which we need to track our progress as reflected in this strategy. We will develop a dashboard to present the selected measures which will comprise:
 - an assessment of the health needs of the South Yorkshire population. This has been largely completed and was used as the basis of this strategy.
 - metrics that reflect the high level goals that underpin our vision
 - the ambitions we have set ourselves where we will work differently as an ICP



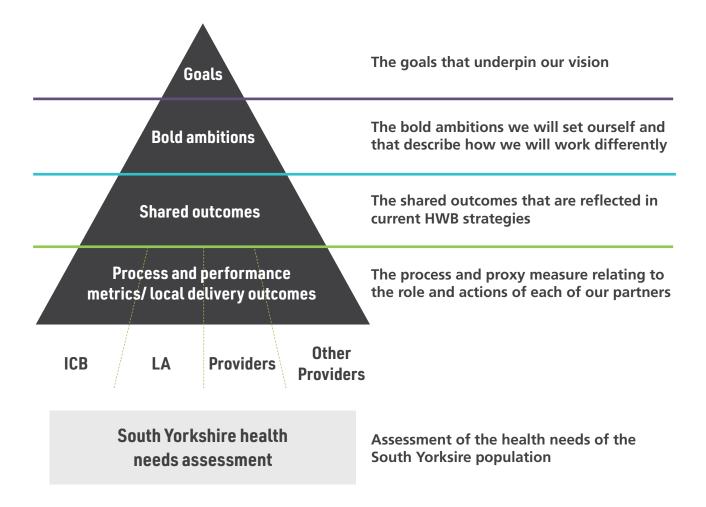
- the metrics that reflect our shared outcomes. These are largely based on existing place plans and outcomes frameworks.
- the measures and metrics (or proxy measures) that are used by each partner in the ICP to inform and monitor their input to our shared outcomes, ambitions and vision.
- an initial set of proposed metrics are set out in the appendix but will be developed further alongside the progressing of the ICP and partner delivery plans to make sure our actions can be linked to the outcomes we want to achieve.



Having a work life balance is crucial to my health and wellbeing, working keeps me well as I love what I do, but on the flipside sharing quality time with my friends and family really makes my heart sing.

Quote from a South Yorkshire Citizen submitted as part of the What Matters to You exercise

Figure 1 Proposed outcomes framework for South Yorkshire Integrated Care Strategy





My health is central to my hopes, ambitions and opportunities.

Quote from a South Yorkshire Citizen submitted as part of the What Matters to You exercise

Appendices

Full Engagement Report:

https://syics.co.uk/application/files/7516/7094/4690/Final_phase_2_report.pdf

South Yorkshire Population Health Needs Assessment:

https://syics.co.uk/application/files/2916/7084/0700/1._South_Yorkshire_Population_ Health_Needs_December_2022.pdf

Developing our Outcome Framework:

https://syics.co.uk/application/files/5916/7084/0696/2._Developing_our_Outcomes_Framework_December_2022.pdf



Appendices

Strategy/Plan	Place	Link
Health & Wellbeing	Barnsley	Barnsley Health and Wellbeing Strategy 2021 – 2030:
Strategies in South	Rotherham	rotherham-joint-health-and-wellbeing-strategy (rotherhamhealthandwellbeing.org.uk)
Yorkshire	Doncaster	051115 i9 HWB_Strategy update 2015 Ap4.pdf (moderngov.co.uk)
	Sheffield	Joint Health Wellbeing Strategy 2019-24.pdf (sheffield.gov.uk)
Place Health	Barnsley	Barnsley Health and Care Plan Refresh 22/23
and Care Plans	Rotherham	Rotherham Integrated Care P Place Plan appendix. pdf
	Doncaster	DCCG-Place-Plan-Refresh-2019-22-web-FINAL. pdf (doncasterccg.nhs.uk)
	Sheffield	Shaping-Sheffield-Main-Doc-Final.pdf (sheffieldhcp.org.uk)
South Yorkshire Strategic	South Yorkshire Strategic Five Year Plan	Five Year Plan (2019 - 2024): SYB ICS (syics.co.uk)
Five Year Plan	South Yorkshire Green & Sustainability Plan	https://syics.co.uk/application/files/3816/6609/2460/ NHS_SY_Sustainability_and_Green_Plan_V1.0_Sep_2022 pdf
South Yorkshire Strategic Economic Plan		SCR_SEP_Full_Draft_Ja (southyorkshire-ca.gov.uk)
South Yorkshire Housing Prospectus	South Yorkshire Housing Prospectus	Home I Yorkshire Housing

South Yorkshire Integrated Care Partnership Membership Nominations

	Barnsley	Doncaster	Rotherham	Sheffield	South Yorkshire Wide
Health and Wellbeing Board Chairs and other elected members	Councillor Caroline Makinson	Councillor Rachael Blake Councillor Nigel Ball	Councillor David Roche	Councillor Angela Argenzio	
Local Authority Chief Executive		Damian Allen, Chief Executive DMBC	Sharon Kemp, Chief Executive RMBC		
ICB Executive and Non-Executive Members					Pearse Butler, ICB Chair Gavin Boyle, ICB Chief Executive Will Cleary-Gray, ICB Executive Director of S&P Christine Joy, ICB Chief People Officer David Crichton, ICB Chief Medical Officer Cathy Winfield, Chief Nursing Officer Wendy Lowder, ICB Executive Place Director
Public Health		Rupert Suckling, Director of Public Health		Greg Fell, Director of Public Health	
Adult Social Care				Alexis Chappell, Director of Adult Heath and Social Care	
Children and Young People	Carly Speechley, Director of Children and Families				Suzie Joyner. Strategic Director Children services, Rotherham (TBC)

	Barnsley	Doncaster	Rotherham	Sheffield	South Yorkshire Wide
Voluntary Sector		Dolly Agoro co-chair Doncaster inclusion and fairness forum	Kate Davis CEX Crossroads, Rotherham	Helen Steers h.steers@vas. org.uk	
Hospitals	Sheena McDonnell, Chair - Barnsley Hospital		Richard Jenkins, Chief Executive Rotherham and Barnsely Hospitals		
Primary Care			Dr Jason Page		
Housing	Kathy McArdle, Service Director - Regeneration and Culture			Juliann Hall juliann.hall @syha.co.uk	
Education					
СМА					Oliver Coppard (Chair) Martin Swales
Workforce					
Mental Health	Adrian England, Independent Chair – Mental Health, Learning Disability and Autism Partnership				
	5	5	5	5	10 (1 TBC)

Glossary

ICS	Integrated Care System	Statutory Integrated Care Systems (ICSs) are being set up to bring local authorities, NHS organisations, combined authorities and the voluntary sector together with local communities to take collective responsibility for planning services, improving health and wellbeing and reducing inequalities.	
ICP	Integrated Care Partnership	A statutory committee jointly convened by Local Government and the Integrated Care Board, to bring together the NHS with Local Authorities, Combined Authorities, the Voluntary Sector and other partners. The ICP is set up to facilitate joint action to improve health and care outcomes and experiences across their populations and reduce health inequalities.	
ICB	Integrated Care Board	An NHS organisation responsible for planning and funding NHS services, in our case NHS South Yorkshire established in July 2022. NHS South Yorkshire has been established with Partner Board Members including Healthwatch, Mental Health and the Voluntary Care Sector representation.	
SYMCA	South Yorkshire Mayoral Combined Authority	A formal partnership of our four local authorities in South Yorkshire: Barnsley Metropolitan Borough Council, Doncaster Council (City of Doncaster Council from January 2023), Rotherham Metropolitan Borough Council and Sheffield City Council. It covers the same population and is led by an elected Mayor.	
VCSE	Voluntary, Community, Social Enterprise Sector	VCSE sector is a term that refers to the voluntary, community and social enterprise sector, as all working with a social purpose.	
LE	Life expectancy	Life expectancy (LE) is an estimate of how many years a person might be expected to live, whereas healthy life expectancy (HI is an estimate of how many years they might live in a 'healthy' sta Both of them are key summary measure of a population's health.	
HLE	Healthy life expectancy		

Core20 Plus 5	Core20 Plus 5 Framework	The 'Core 20 Plus 5' an NHS England health inequalities framework to support local health services to focus action the most deprived neighbourhoods (core20), locally identified groups (plus) and Five clinical areas that will impact significantly on health inequalities if we accelerate improvement: maternity, severe mental illness, chronic respiratory disease, early cancer diagnosis and hypertension and high lipids. Alongside decreasing smoking.
PHM	Population Health Management	Population health management (PHM) is an approach that uses data and insight to help health and care systems to improve population health and wellbeing, by identifying those individuals and communities who are at risk or are experiencing poor health outcomes and adapting the way we support and care or broader interventions are delivered to improve patient experience, access and outcomes.
BCF	Better Care Fund	The Better Care Fund is a programme that supports local systems to successfully deliver the integration of health and social care in a way that supports person-centred care, sustainability and better outcomes for people and carers.
CQC	Care Quality Commission	The Care Quality Commission, CQC is the independent regulator of health and adult social care in England
OFSTED	Office of Standards for Education, Children's Services and Skills	Ofsted is the Office for Standards in Education, Children's Services and Skills. They inspect services providing education and skills for learners of all ages.
MSK	Musculoskeletal	Musculoskeletal (MSK) is a medical condition that can affect your joints, bones and muscles. They can range from minor injuries to long term conditions. It is estimated that over 30 million working days are lost to MSK conditions every year in the UK.
CVD	Cardiovascular disease	Cardiovascular disease (CVD) is a general term for conditions affecting the heart or blood vessels. CVD includes all heart and circulatory diseases, including coronary heart disease, angina, heart attack, congenital heart disease, hypertension, stroke and vascular dementia.
SMI	Serious Mental Illness	Serious Mental Illness (SMI) is a term used to describe people with psychological problems that are often so debilitating that their ability to engage in functional and occupational activities is severely impaired. Schizophrenia and bipolar disorder are often referred to as an SMI.

SOUTH YORKSHIRE INTEGRATED CARE PARTNERSHIP STRATEGY

Working together to build a healthier South Yorkshire our Initial Integrated Care Strategy

December 2022

Email helloworkingtogether@nhs.net

Address

South Yorkshire Integrated Care Board 722 Prince of Wales Road Sheffield S9 4EU

Telephone

0114 305 4487



ROTHERHAM'S HWBB ICP FEEDBACK DRAFT

In general support the recommendations as proposed in papers, but highlight the following:

We

- Support the direction of travel, in particular the plan on a page, shared outcomes, bold ambitions and joint commitments, as they align with our priorities for Rotherham. However we do feel that on the Plan of a page the words "with a focus on racism" need to be removed. The previous part of the sentence is strong enough in its right, there area range of groups/cultures etc that face discrimination re access to care and that we should not pick out one single characteristic and it then puts aspects such a spoverty and deprivation as less important
- Note the breadth of engagement work done within the short timescales, but highlight the importance of involving place, neighbourhood and community partners in future engagement and build on the experience and expertise locally and not duplicate engagement.
- After completion of the strategy, our view is that the role of an ICP Working
 Group should not be to plan delivery, as the ICP is not a delivery body, but an
 accountability body. Delivery plans should come to the ICP for scrutiny on
 how well they meet the strategy aims, as well as to support integration in
 delivery.
- We need to consider the opportunity afforded by the NHS Five Year Joint Forward Plan and how best to enable alignment of our delivery planning approach starting from local Place.
- Engagement needs to be ongoing and it is crucial local partners are part of this.
- In the development of the strategy, where points have been raised by ICP members, it would be good to receive feedback on those points.
- It will be important to work out, where things will be commissioned at system level, which will be appropriate in some cases, how they will be allocated between the four places. A key point is the need to start at local Place and to be aware that as an ICP we cannot override an individual HWBB's or other groups/organisations plans

Delivery and ICP working group:

There is a national expectation that the NHS Five Year Joint Forward Plan acts as a shared delivery plan for Integrated Care Strategies. It is acknowledged that the Plan needs to be in line with Joint Strategic Needs Assessments and Health and Wellbeing Strategies. Papers propose that a reformulated ICP Working Group is used to work through the following:

- to determine how best to enable alignment of our delivery planning approach, in a way that maximises the opportunity posed by the NHS Five Year Joint Forward Plan
- We really need to make sure that there is a shared understanding, for example of terms such as school readiness

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As stated above, after completion of the strategy, our view is that the role of any ICP Working Group should not be to plan delivery, as the ICP is not a delivery body, but an accountability body. Jointly developed delivery plans should come to the ICP for scrutiny on how well they meet the strategy aims, as well as to support integration in delivery.

The alignment of the delivery planning approach should sit between ICB and LAs and report into the ICP for scrutiny.

On the development of the joint forward plan, the ICP needs to work out how to receive updates on local delivery – we could send updates on our Health and Wellbeing Action Plan, after they have been to Health and Wellbeing Board.

Plans to Communicate strategy

Support plans to ensure accessibility of strategy.

Key narrative chosen aligns with several of our messages locally, and focus on pride aligns with 'Place to be Proud of' and key messages in Rotherham Plan. Make sure our comms leads are engaged on comms

Health and Wellbeing Strategy Action Plan: January 2023 update

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, Medical Director for Rotherham Plan, South Yorkshire Integrated Care Board

Priority	#	Milestones	Timescale	Lead(s)	BRAG rating	Progress update
Cross-cutting	1.1	Implement 'Best Start and Beyond' framework.	Ongoing (up to March 2025)	Alex Hawley, RMBC Helen Sweaton, ICB/RMBC		Framework has been finalised and endorsed by the HWBB and incorporated into EH Strategy. Focussing initially on maternity. A high level report to be produced quarterly, including narrative around actions and include case studies. To provide a deep dive and show what this has meant to families. Task and Finish groups will assist the Steering Group in implementing the framework toolkit, focussing on key topics or life stages on a rolling basis. Additionally, a permanent speech and language sub group will also report to the Steering group.

	1.2	Mobilise and launch 0-19 service with a universal offer to support all children and young people and their families, with an enhanced offer for those that need it, ensuring that there is equality across the service.	April 2023	Michael Ng, RMBC	The mobilisation is progressing well and is currently on track for the new service to start in April 2023. Rotherham's Best Start and Beyond Public Health Nursing service will lead, coordinate, and deliver the Healthy Child Programme. The Service forms a part of the Children and Young People's (C&YP) system. It will contribute to improving and reducing inequalities between health and wellbeing outcomes, identifying additional needs early, building resilience and reducing health inequalities by providing preventive universal and targeted interventions.
Develop our approach to give every child the best start in life.	1.3	Building on gap analysis, develop a local action plan to deliver on the first 1001 days through the Best Start and Beyond Framework.	March 2023	Alex Hawley, RMBC	A collated action plan was presented to the Best Start and Beyond Steering Group and a Task and Finish Group has met to look at 1001 Days aspects of the collated action plan, with an initial focus on maternity. The five priority lenses were used by the T&F group to consider potential

				gaps/opportunities, to seek assurances and/or to propose further actions. Reviewed maternity services to identify gaps and issues with a number of barriers being identified. Maternity exploring reasons for late booking rates by undertaking an audit.
1.4	Work towards formal ratification of 'Breastfeeding Borough' declaration, including BF friendly places, BF policy, comms plan	June 2023	Sam Longley, RMBC	Internal and external stakeholder meetings have commenced to agree action plan, which is expected to be in place March 2023. Comms plan to be in place by January 2023.
1.5	Work with the LMS to ensure continuity of carer is the default model by March 2024.	March 2024	Sarah Petty, Head of Midwifery, TRFT	The target for continuity has been removed by NHS England on the 21st September 2022. TRFT are currently working on workforce Transformation plan with the Rotherham Maternity Voice Partnership to improve the COC offer women antenatally and postnatally whilst maintaining

					safe staffing in the acute service on every shift. The development of the Maternity workforce transformation plan is enabling the team to develop this plan to get the model right for the local population. The model has commenced on the 5th Dec.
Support children and young people to develop well.	1.6	Develop and agree prevention-led approach to children and young people's healthy weight with partners, building on childhood obesity pathway review and evidence from compassionate approach	March 2023	Sue Turner, RMBC	Developing compassionate approach, presenting at HWBB in January. Working with 0 to 19 service, already adapted National Child Measurement Programme, developing a training offer.
	1.7	Develop proposals for multi-agency Family Hub model of service delivery	November 2022	David McWilliams, RMBC	Sign up paperwork was completed, approved and submitted to government DfE and DHSC in October 22. Task & Finish groups were established to cover the different funded strands of the programme and the groups have contributed to early delivery planning. In January 23 there will be two

				workshops to develop delivery planning further.
1.8	Continue to support children and young people's Mental Health and wellbeing, along with schools, health and voluntary sector	Ongoing (up to March 2025)	Helen Sweaton, ICB	Smiles for Miles (2-year National Lottery funded) increased youth provision and support for Children and Young People aged 9-19 / up to 25 with SEND in Rotherham, delivered by 12 voluntary sector organisations (CYPF Consortium members). DfE Wellbeing for Education Return has been rolled out Two cohorts for the Anna Freud Link Programme delivered using the Cascade framework to map whole system provision. CAMHs Getting Advice pathway is operational With Me In Mind (Mental Health Support Teams) are established in 52% of schools and an evaluation framework has been agreed.

	The SEMH toolkit has been developed and available to schools which supports the graduated response
	The SEMH Strategic Group has agreed the development of a framework to support consistent aspirations for children and young people's SEMH across the continuum with appropriate support identified, a workforce competency framework and workforce development framework and a
	communications plan. Autism Education Trust training has been rolled out to learning providers. Approval has been sought for this to be rolled out to Early Years.
	Review of the multi-agency screening pathway for the neurodevelopment diagnostic pathway will inform recommendations to improve the quality and appropriateness of referrals.

1.9	Continue to jointly deliver the SEND Written Statement of Action, jointly led by LA and ICB and with local area partners.	Ongoing	Nathan Heath, RMBC Helen Sweaton, ICB	r C C C F iii C C a a a a C S S S S S S S S S S S S S	A challenge and support monitoring meeting took place on the 7 th October 22 with our OfE representative and a representative from NHSE. As a result, a note of visit was written concluding that Rotherham's progress in implementing its WSoA is currently good. Leadership appears to be strengthening and is shared across agencies. There is representation of reducation, health and social care in all four of the WSoA subgroups as well as the SEND Strategic Performance Board.
1.10	Continue to focus on improving early years take-up in targeted areas of Rotherham (Central) to have wider holistic benefit on key development measures	July 2023 July 2024	Nathan Heath, RMBC	ii g r () y t	2 year early education take-up in the Autumn term reached 26.4%. This is the highest rates we have ever achieved. Geographical analysis is not wet available however argeted promotional activity including Golden Ticket has

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	continued over the Autumn
	term.

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

Interim Board Sponsor: Chris Edwards, Rotherham Place Director, South Yorkshire Integrated Care Board and 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	Work towards signing up to the OHID prevention concordat for better mental health as a Health and Wellbeing Board.	March 2023	Ruth Fletcher- Brown, RMBC		Meetings and actions scheduled for early 2023 based on the Themes of the application. The Task and Finish (Members of the Better Mental Health for All Group) to take this forward.
	2.2	Develop and deliver partnership communications activity focussed on mental health, building on successful campaigns and resources • Rotherhive • Five Ways to Wellbeing • Great Big Rotherham To Do List	Delivery to March 2025	Aidan Melville, RMBC Gordon Laidlaw, ICB		Messaging around five ways to wellbeing and Rotherhive are scheduled at least once every four weeks at the moment – this is to be reviewed at the next quarterly overall comms plan review. Regular messaging and signposting to Rotherhive is also going out via neighbourhoods ebulletins

					aligned to local ward priorities.
	2.3	Refresh and deliver Better Mental Health For All action plan, focused on early intervention and prevention, developed in line with national 10-year Mental Health Plan	December 2022 Delivery to March 2025	Ruth Fletcher- Brown, RMBC	National 10 Year Mental Health Plan has been delayed (The update of the local plan was to be aligned to this national plan). Better Mental Health Group are working on interim actions.
Take action to prevent suicide and self-harm.	2.4	Promote suicide and self-harm awareness training to practitioners across the partnership and members of the public through internal and external communications	March 2025	Ruth Fletcher- Brown, RMBC	Mental Health Awareness and Suicide Prevention training courses have been promoted across the partnership for practitioners, with 7 courses held to date and 95 attendees.
					Online Zero Suicide Alliance sessions are being promoted to the public via social media postings and screens shots in Riverside. Sessions have been planned in local libraries over the next 6 months. The first session was held

				in Riverside library on the 17 th November. The second session is in Swinton library on 19th January. These sessions will be supported by partners of the Health and Wellbeing Board.
2.	Deliver the Be the One campaign with annual targeted messages based on local need with support from all partners' comms and engagement leads	delivery up to September 2025	Ruth Fletcher- Brown, RMBC Aidan Melville, RMBC Gordon Laidlaw, ICB	The Be the One campaign has been refreshed and an active campaign is running at the moment, supported by Zero Suicide Alliance training sessions in libraries. Suicide prevention information was promoted during the festive period.
2.	To promote postvention support for adults, children and young people bereaved, affected and exposed to suicide and monitor referrals to services, including staff affected		Ruth Fletcher- Brown, RMBC	Amparo training sessions are being promoted to practitioners across the partnership. The CYPs coproduced SY& B toolkit Walk with Us was launched end of September, with local press coverage and launch event with practitioners. Hard copies are being sent

					out to schools, Early Help, VCS and NHS settings. Suicide Bereavement UK are holding 2 training sessions for CYPS staff across the partnership on 'Talking to Children about Suicide'. The second session will be held in February.
Promote positive workplace wellbeing for staff across the partnership.	2.7	Promote the Be Well @ Work award to Health and Wellbeing Board partners and support sign up	Ongoing	Colin Ellis, RMBC	We are still wanting partners to come forward and sign up to the award scheme. This is still the case – we need partners to come forward and sign up to the scheme, TRFT have agreed to renew their award and we will be working together on this.
	2.8	Ensure partners are engaged in Employment is for everyone programme, promoting employment opportunities to those with SEND, and improving wellbeing at work	March 2024	Colin Ellis, RMBC	Rotherham has launched employment for everyone. employment is for everyone is a project that four organisations have created in Rotherham (Speakup, Dexx, Art Works, EDLounge)

					supported by RMBC, Community Catalysts and the South Yorkshire Integrated Care System Rotherham as part of a joint SY bid to the DWP has been successful and this will bring additional resource to the employment is for everyone initiative
Enhance access to mental health services.	2.9	Ensure partners are engaged in the development and mobilisation of the integrated primary/secondary care mental health transformation. This will include: • Implementation of MH ARRS roles • Long term plan eating disorders, IPS and EIP targets by March 2024 • Implementation of Community Mental Health Integrated primary / secondary care transformation programme by March 2024	March 2024	Community Mental Health Transformation Place Lead – tbc Kate Tufnell, ICB- Rotherham Julie Thornton, RDaSH	RDaSH is working with PCNs to agree year 2 MH ARRS model of delivery. It is anticipated that the year 2 posts will be in place by March 23 Year 1 replacement recruitment – Interview held to replace 3 vacancies. 1 post recruited to. A further round of recruitment to be undertaken. Early Intervention in psychosis - Long-term Plan Target (60%) – This target has been exceeded

	throughout quarter 1: April compliance was 100% / May 80% / June 85.7% / July 66.7% / August 100% / September 66.7% / October 100% Level 3 NICE compliance – achieved in 21/22, awaiting 22/23 audit result
	Eating disorders - NHS SY ICB Rotherham are working with SYEDA to rollout eating disorders training to primary care (> First course delivered in dec-23, with a further 2 courses planned for spring 2023. A further two courses are due to be delivered to TRFT and RDaSH staff based in TRFT in Spring 2023. Community Mental Health Transformation:
	Primary care hub development underway.

				Engagement event planned for Feb-23 Recruitment of Primary Care Service Manager completed. New postholder will commence 23 Jan 23. Recruitment of Rotherham CMHT Lead – December 2022 / Successful candidate has recently indicated they no longer wish to accept the post. Job advert for this post is
2.10	To work in partnership to enhance the Mental Health Crisis Pathway (early intervention, prevention, social care & crisis). This will require: • Partnership working to ensure an early intervention and crisis prevention model is developed • Mobilisation of the Touchstone Safe Space (alternative to crisis) provision • Mobilisation of social care pathways	March 2024	Andrew Wells, RMBC Julie Thornton, RDaSH Kate Tufnell, ICB – Rotherham Ruth Fletcher- Brown, Public Health	Partnership working to ensure an early intervention and crisis prevention Rotherhive promotion continues. Data is showing an increase in utilisation of the 'I need urgent help section' Scoping exercise on Crisis Prevention/Early Intervention completed and shared with RDaSH to

			support their navigation to
			services.
			Attempted suicide
			procurement- RMBC out to
			procure a pilot service to
			commence Spring 2023.
			Ongoing meetings to
			discuss implementation of
			potential 111 contact
			centre model for access to
			crisis services – nationally.
			Tanakatana makiliastiana
			Touchstone mobilisation:
			Rotherham Safe Space
			Service went live –
			September 2022.
			Work is ongoing to
			promote the service with
			partners across
			Rotherham. New pathway established between
			police, mental health ambulance vehicle and
			Safe Space teams. Touchstone is working with
			to raise awareness of the
			new service through zoom
			awareness sessions,
			attending meetings etc.

		Mobilisation of social care pathways The Mental Health Review Report, outlining the social care contribution to mental health services including crisis, has been written and is going through approval by DLT and SLT prior to going to cabinet in February 2023.
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Aim 3: All Rotherham people live well for longer

Board sponsors: 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	Refresh the information, advice and guidance available to carers, including the launch of the carers newsletter	April 2022 – March 2023 (as part of delivery of area of focus 1 of strategic framework)	AD Strategic Commissioning, RMBC		Newsletter development has been delayed due to capacity issues. Informal arrangements are in place to share information, advice and guidance.
	3.2	Take an integrated approach to identifying and supporting carer health and wellbeing through working with partners to develop a carer health and wellbeing action plan.	April 2023 – March 2024 (as part of delivery of area of focus 2 of strategic framework)	AD Strategic Commissioning, RMBC		This activity forms part of the action plan that is to be co-produced with The Borough That Cares Strategic group sitting underneath the Carers Strategy document. Funding allocated to support Carers has been reviewed by Council Officers and a

3.3	Establish locality specific carer partnership /	April 2023 –	AD Strategic	proportion of this fund has been approved to support a dedicated officer resource. The resource will be positioned in the Adults Strategic Commissioning Team structure but will work across all partners. This resource will support The Borough That Cares Strategic Group to co-produce the Action Plan and deliver the associated objectives. The ToR of the group are currently being refreshed and will be confirmed early in the new year with the aim of completing the Action Plan by March 2023. This activity forms part
3.3	network groups	March 2024 (as part of delivery of area of focus	Commissioning, RMBC	of the action plan that is to be co-produced with The Borough That Cares Strategic group sitting underneath the

		2 of strategic framework)		Carers Strategy document.
3.4	Introduce co-production programme with communities to build our carer friendly Borough	April 2023 – March 2024 (as part of delivery of area of focus 2 of strategic framework)	AD Strategic Commissioning, RMBC	This activity forms part of the action plan that is to be co-produced with The Borough That Cares Strategic group sitting underneath the Carers Strategy document.
3.5	Introduce an assurance process for all published Information, Advice and Guidance to ensure the relevance, accuracy and accessibility	April 2023 – March 2024 (as part of delivery of area of focus 2 of strategic framework)	AD Strategic Commissioning, RMBC	This activity forms part of the action plan that is to be co-produced with The Borough That Cares Strategic group sitting underneath the Carers Strategy document.
3.6	 Ensure carers feel their role is understood and valued by their community Develop Carer friendly communities action pack Empowerment Plan – align carers reps (navigators) to key strategic meetings Pull community generated content through to The Borough that Cares virtual platform 	April 2024 – March 2025 (as part of delivery of area of focus 3 of strategic framework)	AD Strategic Commissioning, RMBC	This activity forms part of the action plan that is to be co-produced with The Borough That Cares Strategic group sitting underneath the Carers Strategy document.

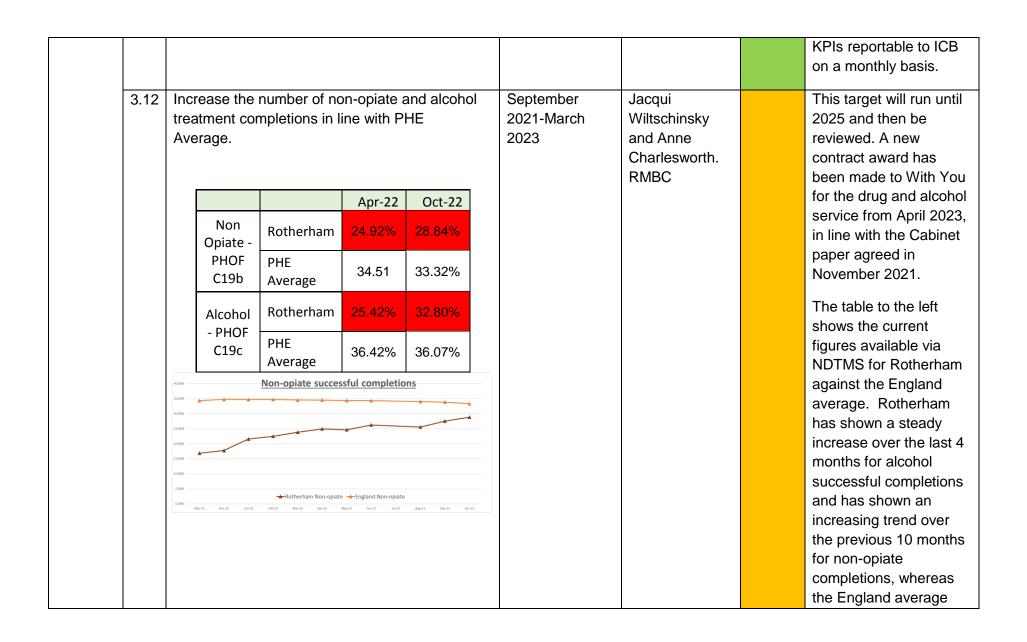
3.7	Ensure Carers are supported when they have a breakdown in care through delivery of Carers	March 2023	Jill Tideswell, TRFT	The contract wa place earlier this	•
	emergency services			provide emergei	-
				cover for when a care package br	
				down due to car	
				illness	
				This cover hope reduces admissi	-
				to social care pa	
				breaking down a ensures our pati	
				can stay in their	own
				homes during tir	
				crisis or difficulti	es
				Our Unplanned	
				Fast Response provide the social	
				packages and the	
				cover the first 48	
				weekdays and 7 on a weekend/b	
				holiday	ariix
				A criteria and re	ferral
				pathway has be	en put in
				place to ensure consistency of o	ffer and
				the care plan is	

					with our Unplanned Care Team
Support local people to lead healthy lifestyles, including reducing the health burden from tobacco, obesity and	3.8	Develop a partnership prevention campaign with a focus on upstream prevention messaging.	March 2023	Becky Woolley, Gordon Laidlaw, Aidan Melville	Work has kicked off to develop a partnership prevention campaign. In January, stakeholder engagement and community insights will commence to shape this campaign and to inform the expansion of RotherHive to include wider health issues (such as smoking, weight, physical activity etc.)
drugs and alcohol.	3.9	Develop our partnership plans focussed on tobacco and alcohol.	December 2022	Jacqueline Wiltschinsky, RMBC Gilly Brenner, RMBC	Tobacco A Tobacco Control Steering Group is established with representatives from across Place. An action plan has been developed with partners across place and presented to Health and Wellbeing Board in Jan 23. Additionally an e-

		cigarette position statement has been developed by the group
		and dashboard of
		indicators to track
		progress.
		Alcohol and drugs
		The tender for the new
		drugs and alcohol
		service has now been
		awarded to the new
		provider and
		mobilisation is planned
		with the demobilisation of the incumbent
		provider. Joint
		meetings are taking
		place with both
		providers to ensure a
		smooth transition from
		one to the other by April
		2023.
		The new service model
		includes a separate
		pathway for alcohol,
		which will incorporate
		tailored clinical care
		pathways to address

			individual risk and need,
			with delivery from a
			range of community
			venues. The new
			service model includes
			enhanced hospital
			liaison and outreach
			services, which seek to
			address Rotherham's
			identified needs.
			The OHID approved
			drug and alcohol grant
			funding project plans
			are now agreed.
			Expanding on the 10-
			year drug strategy, a
			new Combating Drugs
			Partnerships has been
			set up and meetings are
			scheduled for the year
			ahead, these
			partnerships are
			required to produce joint
			needs assessment,
			action plans and
			progress reviews.
1			

3.10	Identify and report on learning from the population health place development programme.	November 2022	Alex Henderson- Dunk, Lydia George and Becky Woolley	A review of NICE guidelines and research to support with the progression of this project has taken place. A working group has been established and community engagement to test the insights and to support the development of the case for change will commence in Q4.
3.11	Identify and treat inpatient smokers as part of the QUIT programme.	March 2023	Mike Smith, Healthy Hospitals Manager, TRFT	The treatment of tobacco dependence is now established at TRFT across all inpatient pathways. This includes mandated smoking status screening at point of admission with automated notification of all smokers to the Tobacco Treatment Team. The team link directly with community stop smoking colleague to facilitate transfer of care post discharge.



				has remained fairly static. Improving outcomes from treatment and supporting recovery are the key tenets of the new funding from OHID. A community-based project is being set up with VAR to build recovery capital in the community to support and maintain recovery using an evidence-based model. Additional work to build a families and friends support service in Rotherham to support sustained recovery.
3.13	Review and establish the drug-related death pathway to identify improvements across the system.	September 2021-March 2023	Anne Charlesworth, RMBC	This work will be funded from the new OHID Grant and will come back to be led in Public Health. The reporting will still be to SRP via the CDP. A new information

3	3.14	Deliver NHSE funded pilot to support frequent	March 2023	Amanda	management system has been purchased in partnership with Barnsley, Doncaster and Sheffield to record and report drug-related deaths. This is a similar system to that adopted for suicide prevention. A review of the policies and procedures is underway, relating to the system and wider process with partners. An evidence review is planned for early 2023 to examine the mortality rate from a Public health perspective and to examine what lessons can be learned from the recent increase in deaths. NHSE Peer to Peer
	J. 1 T	attenders to ED with complex Alcohol and Mental Health needs through an outreach team	WIGHT ZUZU	Marklew, TRFT	review held Dec 22. TRFT the only site that
		providing holistic support offer.			has progressed the pilot. Request made to

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		NH	ISE to support
		ex	tension as becoming
		en	nbedded within the
		со	mmunity as intended,
		wit	th outstanding results.
		Da	ta set to cleanse and
		ref	resh for next review
		TE	BC.

Aim 4: All Rotherham people live in healthy, safe, and resilient communities

Board sponsor: Laura Koscikiewicz, 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
Deliver a loneliness plan for Rotherham	4.1	Deliver dissemination opportunities from OHID Better Mental Health Fund Befriender project, look to integrate learning into pathways and loneliness action plan and develop legacy opportunities	March 2023	Ruth Fletcher- Brown, RMBC and VCS leads		Befriending project has presented at various meeting with a presentation at the Health and Wellbeing Board 23rd Nov, it has been cited as good practice within the refreshed Loneliness Action Plan.
	4.2	Promote existing resources on loneliness and befriending (including VAR film: Be a good neighbour and Five Ways to Wellbeing)	March 2024	Aidan Melville, RMBC, Gordon Laidlaw ICB Kerry McGrath, VAR		Messaging around loneliness and befriending are scheduled at least once every four weeks at the moment – this is to be reviewed at the next quarterly overall comms plan review. Regular messaging is also going out via neighbourhoods ebulletins aligned to local ward priorities. VAR are continuing to share their good neighbour films. They are published on

				the befriending page of the VAR website. Continuing to promote these. The videos are on website with regular inclusion in social media/comms posts.
4.3	Update and deliver loneliness action plan	Update November 2022 Delivery to March 2025	Ruth Fletcher- Brown, RMBC	The refresh of the partnership Loneliness Action Plan was agreed by the Health and Wellbeing Board in November 2022 and implementation has commenced.
4.4	Promote volunteering opportunities	March 2024	Kerry McGrath, VAR	Opportunities/ Brokerage We currently have 65 active Volunteer Roles. We've seen some roles expire, but are contacting organisations to see if they would like to extend their roles or reopen them, so we expect this number to rise. We've seen a significant increase in brokerage over the last couple months - as a result of increased outreach

					and face to face appointments. Older People's Campaign. Discussion held at our last Volunteer Coordinators Network Meeting. Partner organisations are interested and are sending us some case stories. This campaign will run in the new year.
Promote health and wellbeing through arts and cultural initiatives.	4.5	Annual delivery of Rotherham Show, creating opportunities for communities to come together and be outdoors	September 2022 September 2023 September 2024 September 2025	Leanne Buchan, RMBC	The show reverted back to a 2-day format this year and welcomed more than 60,000 residents and visitors back to Clifton Park.
	4.6	Complete evaluation of over 55s programme to provide recommendations for future programming for this audience and reduce social isolation	March 2023	Leanne Buchan, RMBC	A programme of activities supporting audiences aged 55+ to reconnect following COVID-19 launched in October 2021 and completed in September 2022. The programme was a year-long pilot project which included: a

				series of dementia events with Clifton Park Museum creating memory boxes and using digital technology to recreate memories; an 'age positive' photographic exhibition at Riverside Library; a series of performances relating to grief and loss with Rotherham Civic Theatre; a new Care Home Choir who performed at Rotherham Christmas Lights Switch On; and the creation of a new circus school, Circus Elders, for people aged 55+ to learn new tricks and perform together at major events such as Rotherham Show.
4.7	Co-design Children's capital of culture with children and young people, with focus on improving their mental health and wellbeing	March 2025	Leanne Buchan, RMBC	Children's Capital of Culture launched in February 2022. In total, the launch event engaged with more than 15,000 children, young people and families across the borough. The programme continues to work with children and young people to co-design the next phase of development.

4.8	Deliver a series of activities in libraries for	March	Zoe Oxley,	Several Christmas community
	people of all ages to connect, be active and	2025	RMBC	fairs have taken place which
	learn new skills, and widen the accessibility			were well attended.
	of library services, through:			
				Works to relocate Swinton
	Pop-up libraries			Library is expected to be
	 Reading gardens 			completed by Spring 2023
	 Makerspaces 			which will include a new
	 Authors' visits and performances 			secure Reading garden.
	 Fun palaces 			A total of 26 Makerspace
				sessions have taken place at
				Wath and Kiveton Park library
				for the period Sept-Dec 2022.
				The sessions have included a
				range of STEM activities.
				range of or Ew activities.
				The service is looking to
				expand the offer to include
				more adult based sessions
				and to offer 'pop up'
				Makerspaces from new library
				locations. Work is currently
				underway to plan some
				sessions which will operate
				the new 3D printers which
				have been recently installed.
				The Cranny Norbog
				The Granny Norbag
				storytelling puppetry
				performances took place
				every Saturday on the run up

				to Christmas and were a huge success and very popular event. In total 262 people attended with positive feedback.
4.9	Utilise libraries as death positive spaces, where the public can have conversations around loss, grief, end of life planning and legacy. Explore legacy opportunities for programme, building on positive public response	March 2023 March 2024	Zoe Oxley, RMBC	Meetings are progressing to further utilise libraries as death positive spaces, where the public can have conversations around loss, grief, end of life planning and legacy. Libraries have already delivered a number of sessions relating to the topic of death and are now working with Public Health, Redbridge Council, Rotherham Hospice and Bereavement services in order to deliver regular ongoing death café sessions. Music and memory sessions are currently being planned in as part of the overall offer.
4.10	Utilise and promote libraries as spaces for people to share experiences and response to specific health issues, including menopause and dementia, and improve community resilience	March 2025	Zoe Oxley, RMBC	The service is working with Public Health and Andy Man's Club to support Mental Health initiatives. The first training session, for Suicide

			h.h. 2002	Chowno Tottio	Prevention Training 'Be The One', took place at Riverside Central Library on Thursday 17th November. Further sessions are being planned across the library network throughout 2023. Menopause Cafés, aimed at breaking down the taboo around menopause, increasing awareness of the impact of the menopause on those experiencing it, their family, friends and their colleagues, will be held by Rotherham Libraries in Rawmarsh, Aston and Maltby due to their sites being located within health/leisure centres. The first café will take place at Rawmarsh the date TBC.
Ensure Rotherham people are kept safe from harm.	4.11	Embed referral pathways with key partners in Rotherham through the Home Safety Partnership Referral Scheme and Safe and Well checks.	July 2023	Shayne Tottie and Toni Tranter, South Yorkshire Fire and Rescue	Training has been agreed for RMBC until the end of 2023. Currently on boarding children's services

4.12	Work with other partnership boards on crosscutting issues relating to safety and safeguarding.	Ongoing for the duration of the plan	Board chairs, RTP	Safeguarding Board Chairs meetings are being reestablished to maintain the relationship between the safeguarding boards and work on crosscutting issues, with the first meeting taking place on 17th Jan.
4.13	Establish a Combatting Drugs Partnership for Rotherham	October 2022	Jessica Brooks, RMBC	3rd Combatting Drugs Partnership and action planning workshop held on 05/12/23.
4.14	Conduct joint needs assessment for the Combatting Drugs Partnership for Rotherham and agree local drug strategy delivery plan	December 2022	Jessica Brooks, RMBC	The needs assessment was compiled from existing HNA and additional contributions from partners, a high-level version was presented at the action planning workshop held on 05/12/23. An initial draft of the action plan has been developed. This will be shared with partners for comments and finalised at the next Combatting Drugs Partnership meeting on 02/02/23.

4.15	Delivery of vaccination programme for Covid-	Annual	Denise	C	Covid-19 vaccine coverage in
	19 and flu	target	Littlewood,		Rotherham is 84.8% first
	13 did iid	_	RMBC		ose, 81.5% second dose and
		(TBC)	KIVIDC		5.9% third or booster dose
					or the population aged 12
					ears old and above. This is a
				,	otal of 206,036 people having
					eceived their first dose,
					98,050 having received their
					econd and 159,995 having
					eceived their booster or third
					ose (564,081 total
					accinations in total). For the
					utumn booster, in those
					ged 50-years-old and above,
					overage is 69.8% (77,609
					accines in total). Data
					pdated 22nd December
				2	022 (please note data has
					ot been updated for January
					ue to Christmas holiday
				р	eriod).
					•
				T	he Flu vaccine uptake for
				р	atients registered at a
					Rotherham GP is 82.3% in all
				р	atients aged 65-years-old
					nd above. For those aged
					5-years-old and above, at
				ri	sk only, the coverage is
				8	4.3%. Data as of
				V	Vednesday 4th January
					023.

Develop a borough that supports a healthy lifestyle.	4.16	Progress strategic approach to physical activity in Rotherham, through four key areas: • Active workforce • Social movements • Front line workers signposting • Local social prescribing structures	Nov 2022 (Action plan developed) March 2025 (Delivery)	Gilly Brenner, RMBC, with Norsheen Akhtar, Yorkshire Sport Foundation	As presented to H&WbB in September progress made to develop 4 priorities and secure resource. 4 workshops on priorities held in October. Final delivery plan development session scheduled for Jan. Full plan to be presented back to H&WbB in March.
	4.17	Develop a borough-wide MECC training offer on physical activity	March 2023	Gilly Brenner, with Norsheen Akhtar, Yorkshire Sport Foundation	Offers of training identified for health care staff and further frontline training to be developed with sessions to be scheduled for the new year
	4.18	Deliver a range of programmes to welcome women and girls into football, focussing on under-represented groups.	July 2023	Chris Siddall, RMBC	WEuro22 targets for 2024 have almost been met already. Talent centre at RUFC has been oversubscribed with 300+ in attendance. The inaugural Women and Girls Development Group has taken place with an action plan currently being produced focussing on participation,

				coach education, officiating and facilities.
4.	Use football to encourage more women and girls to adopt and maintain a healthier lifestyle.	July 2023	Chris Siddall, RMBC	Adult recreation programme continues with extension of funding for a further 3 years. FA officer will now move to work across South Yorkshire. New targets are currently being agreed with The FA.
4.2	Conduct research and engagement with priority groups on the development of inclusive and accessible outdoor sports facilities, through the PlayZone initiative	Sept 2023	Chris Siddall, RMBC	£22k secured for consultation. Progress is being made with partner organisations. "Narrowing the focus" work to take place in late January '22.
4.2	Finalise delivery plan for the approved cycling strategy.	March 2023	Andrew Moss, RMBC	Delivery Plan now at development stages with a draft circulated for comment. The cycling action plan is now on its second draft iteration with completion on schedule for presentation to approval by March 2023.
4.2	Rotherham Food Network to develop an action plan and response based on the framework of the Sustainable Food Places Bronze Award	April 2023	Gilly Brenner, RMBC	Rotherham Food Network well established with 14 organisations represented and >50 members. Currently meeting regularly to work through Sustainable Food

				Places framework to capture existing good practice and create an action plan to respond to opportunities.
4.23	Enable all partner staff to support neighbourhoods and communities to thrive, through exploring options on a partnership offer on training on strength-based approaches	March 2024	Martin Hughes and Leanne Dudhill	Officers from HR, Neighbourhoods and Change & Innovation are in the process of scoping out an internal development programme for council staff that would potentially provide 3 levels of training — • General Awareness (for all staff) • Enhanced awareness • Practitioner It is also proposed to run a Place-based/Partnership offer alongside this, which will be targeted at middle/senior managers across RTP, ICP, Out of Hospital Workforce, Commissioning providers/services as well as appropriate Council staff.

Cross-cutting priorities

Priority	#	Milestones	Timescale	Lead(s)	BRAG rating	Progress update
Work in partnership to maximise the positive impact of anchor institutions across all 4 priorities	5.1	Undertake a baselining assessment regarding social value and map trend annually through the Rotherham Anchor Network.	March 2023 (baselining assessment) March annual target (trend mapping)	Karen Middlebrook, RMBC		Knowledge sharing activity with partners is ongoing as part of the anchor network's bi-monthly meetings. Spend data has now been provided by the Council and TRFT for financial years 2020/21 and 2021/22 that has enabled some baselining and trend analysis activity to take place between the two organisations. Further work is progressing to identify, gather and collate data from other partner agencies.
	5.2	Agree our partnership approach to act as anchor institutions to reduce health inequalities in Rotherham	March 2023	Place Board (Becky Woolley, RMBC)		The assurance framework has been developed as part of a wider interactive health inequalities tool. This will be reported on regularly to the Prevention and Health Inequalities Enabler Group and Place Board.

Support safe and equitable recovery from the Covid pandemic	5.3	Building on the VAR annual survey, explore options to assess the current position of the voluntary and community sector in partnership with stakeholders and report relevant learning to the board.	March 2023	Shafiq Hussain, VAR	We are liaising with the Centre for Regional Economic and Social Research (Sheffield Hallam University), South Yorkshire VCS partners and other stakeholders to develop the work.
	5.4	Conduct strategic impact assessment of Covid-19 on residents and Council services	May 2023	Lorna Quinn	The assessment is underway with review of Public Health commissioned services (drug and alcohol, better health and sexual health), health services and adult social care in progress. Work is also underway to capture community voice through engagement work. Next steps include a focus on children and young people.
	5.5	Consider further service developments to ensure differentials in access for certain patient cohorts are removed, for example by segmenting our waiting list based on wider patient needs.	March 2023	Michael Wright, TRFT	The Trust has launched a pilot initiative to reduce DNA rates for patients from the most deprived areas. Under this pilot, instead of appointment times being set automatically and sent to

Develop the	5.6	Host stakeholder consultation to	January 2025	Lorna Quinn,	patients by letter, the Contact Centre are phoning patients in IMD deciles 1 and 2 in order to identify an appropriate time for them to attend their appointment. We are also due to launch our Waiting Well programme – "Ready Rotherham" – in Q4. This will provide our clinicians and patients with access to a 'Directory of Support' for them to be referred into additional programmes of support for their wider needs. In December, the Trust was announced as one of ten Trusts to successfully apply for the National Digital Weight Management Programme pilot, which will offer the Trust direct access to a national digital weight management offer for certain cohorts of patients. Annual steering group
Pharmaceutical	5.0	support needs assessment	January 2025	RMBC	meetings will be held; next one will be 2023.

Needs Assessment.	5.7	Publish updated Rotherham Pharmaceutical Needs Assessment	September 2025	Lorna Quinn, RMBC	Not yet started but will commence in 2025
Work in partnership to further develop the Rotherham Data Hub and assess population health.	5.8	Work with partnership steering group on annual refresh and development of the JSNA.	April 2023 April 2024 April 2025	Lorna Quinn, RMBC	The initial steering group meeting has taken place and the theme for 2023 has been confirmed (life-course). Steering group meetings are set for 2023 ahead of the April 2023 refresh.
	5.9	Launch annual training and promotion of the JSNA across the partnership	October 2022 October 2023 October 2024	Lorna Quinn, RMBC	Training and promotion have been conducted for 2022 including with RMBC colleagues, Health colleagues, Elected Members and Voluntary Community Sector colleagues. This will be scheduled for 2023 following April's refresh.
	5.10	Monitor population health through Outcomes Framework and report any emerging issues to the board	Ongoing	Becky Woolley, RMBC	The assurance framework has been developed as part of a wider interactive health inequalities tool. This will be reported on regularly to the Prevention and Health

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			Inequalities Enabler Group
			and Place Board.

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	то:	Health and Wellbeing Board
	DATE:	25 th January 2022
BRIEFING	LEAD OFFICER	Claire Smith, Deputy Director Place Director (Rotherham Place) Claire.smith138@nhs.net Tel. No. 01709 428721
	TITLE:	Section 75 Framework Agreement and Better Care Fund Call-Off Partnership / Work Order 2022/23

Background

1.1 The Section 75 Agreement and Better Care Fund Call-Of Partnership / Work Order for 2022/23 and accompanying report has previously been signed off at the Health and Wellbeing Board on 23rd November 2022.

However, on 18th November 2022, an Addendum to the BCF Policy Framework and Planning Requirements has been published which sets out conditions, monitoring and reporting arrangements for the Adult Social Care Discharge Funding for 2022/23. The additional funding amounts to a total of £2.773 million of funding for Rotherham Place partners for the remainder of 2022/23.

This funding also needs to be pooled into local HWB Section 75 agreements which needs to be used to reduce flow pressure on hospitals, including in mental health inpatient settings, by enabling more people to be discharged to an appropriate setting, with adequate and timely health and social care support over the winter period.

Key Issues

2.1 The BCF Plan for 2022/23 has now been formally approved and approval letters have been issued by the BCF national team giving formal permission to spend (SYICB minimum) on 9th January 2023.

Revised governance arrangements and Terms of Reference for each of these groups are set out in the BCF Call-Off Partnership / Work Order for 2022/23 which has been revised in consultation with key partners including RMBC and SYICB (Rotherham Place), Directorate Leadership Team, BCF Executive Group and legal and finance teams.

The governance arrangements are now robust, ensuring that meetings are held regularly face to face and coincide, wherever possible, with the Health and Well Being Board. The governance framework also ensures that membership is aligned to the Health and Wellbeing Board.

This partnership will work across all Partners to ensure effective delivery of the ambitions set out in the BCF metric plans. The SYICB (Rotherham Place) 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.

On 18th November 2022, the Government confirmed that South Yorkshire ICB (Rotherham Place) will receive £1.652 million of the Adult Social Care Discharge funding and the Council has also been allocated £1.121 million of the fund. Therefore, this amounts to a total of £2.773 million of funding for Rotherham Place partners for the remainder of 2022/23. This funding will need to be spent from 13th December 2022 until 31st March 2023. This funding also needs to be included in the BCF Call-Off Partnership / Work Order for 2022/23

The proposed spend plan for the Adult Social Care Discharge funding was approved by the BCF Executive on 13th December 2022, in line with the Government deadline of 16th December 2022. This will mainly support new initiatives that will help people leave hospital. This may improve the Council financial position if demand reduces elsewhere.

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 £49.246m BCF Plan for 2022/23. One fund, hosted by the SYICB, is valued at £13.152m and the other fund, hosted by the Council, is valued at £36.104m. 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

The BCF national team have confirmed that Rotherham BCF Plan has now been approved for 2022/23 and approval letters have been issued giving formal permission to spend (NHS Minimum) on 9th January 2023.

The next stages in the process are as follows:

- Section 75 Framework Agreement (Appendix 1) and Better Care Fund Call-Off Partnership / Work Order 2021/22 (Appendix 2) will need to be signed by both partner organisations and in place by 31st January 2023
- Adult Social Care Discharge Fund needs to be fully utilised by 31st March 2023.
- Complete end of year report by 2nd May 2023.

Implications for Health Inequalities

4.1 There is a recognition by the South Yorkshire ICB that tackling Health Inequalities (HI) is integral to everything the system needs to do to keep people healthy and independent and reduce statutory service demand.

BCF funded schemes which reduce health inequalities includes:

- 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.
- Project support for the implementation of Population Health Management (PHM) priorities

Recommendations

- 5.1 That the Health and Wellbeing Board approves the:
 - (I) Section 75 Framework Agreement and Better Care Fund (BCF) Call-Off Partnership / Work Order for 2022/23.

Appendix 1





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 SYICB (Rotherham Place)
Name	Rotherham Metropolitan Borough Council (RMBC)	South Yorkshire Integrated Care Board (Rotherham Place)
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 SYICB (Rotherham Place)'s Chief Officer or the equivalent at the time, or his/her delegate.

1. Background to this Framework Agreement

1.1	About the Council	

1.2 About the SYICB (Rotherham Place)

1.3 Why the Participants are establishing this Framework

1.4 Purpose of this Framework Agreement

1.5 Powers of the Participants

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

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

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
- SYICB (Rotherham Place) Functions.
- 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.

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
- 2.2 How the Participants are to operate under this Framework
- 2.3 Consideration payable by a Participant to the other Participant for entering into
 - · This Framework Agreement; and
 - Each Call-off Partnership from time to time.
- 2.4 This Framework Agreement applies to each 'Call-off Partnership', being a partnership to which all of the following apply
 - (a) Who has established the Call-off Partnership
 - (b) How the Participants are to establish the Call-off Partnership

- (c) When the Participants may establish a Call-off Partnership from time to time
- 2.5 What is the scope of Framework

By signing this Framework Agreement, the Participants establish the Framework.

- They may from time to time enter into Call-off Partnerships under this Framework.
- 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.
- £1.00 if demanded by the other Participant in writing.
- The parties agree this is sufficient consideration.

Both Participants.

It is established under a Work Order that:

- Cross-references this Framework Agreement sufficiently clearly; and
- Is substantially in the form indicated in this Framework Agreement, or in such other form as the Participants agree.
- Is wholly within the scope of the Framework described in item 2.5.
- Has been appropriately executed by each Participant according to its own internal rules.

Any time:

- On or after the commencement date of this Framework, as indicated in item 3.1; and
- On or before the end date of the Framework indicated in item 4.1.

Any commissioning activities in relation to any services which may be the subject of a partnership between the Council and the C 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

(b) 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.
- (b) Other documents

- (c) Cover pages
- (d) Schedule 1

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

This Framework Agreement.

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

Any and all other documents, websites identified by a link, or the like of any of these

- Which are cross-referenced in any document described in a document listed elsewhere in this item 2.7; and
- Which this Framework Agreement Framework Agreement indicates are incorporated into this Framework Agreement; and
- Which are communicated (or in the case of a website, the relevant link has been communicated) between the parties.

These pages before the execution clauses.

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 South Yorkshire Integrated Care Board (Rotherham Place
Signature		
Date of signature		
Name of signatory (print)		
Title or role of signatory (print)		

Schedule 1: the terms of this Framework Agreement

Duration

3.	Commencement of Framework, Call-off
	Partnerships

- 3.1 When this Framework commences
- 3.2 When each Call-off Partnership commences

On the date of this Framework Agreement.

As indicated in the relevant Work Order.

4. End of Framework, Call-off Partnerships

4.1 When this Framework ends

There is no expiry date of the Framework.

The Framework continues until the first of the following occurs:

- 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.
- 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.
- 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.
- 4.2 Whether the end of the Framework in itself results in the end of any Call-off Partnership then in place

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

(a) If there is **no Commissioned Contract** in place at the relevant time in relation to the Call-off Partnership

No.

That Call-off Partnership continues until it ends according to item 4.3.

On the first of the following to occur:

- Any expiry date indicated in the relevant Work Order (as extended by written agreement of the Participant); or
- The effective date of any early termination of the Call-off Partnership, if that Call-off Partnership is terminated early:
 - By a Participant unilaterally under the terms of this Framework Agreement or under the relevant Work Order; or
 - By written agreement of the Participants.
- t one Commissioned The date indicated in item (a); or
 - 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 Contact in connection with the Call-off Partnership.

(b) If there is at least one Commissioned
Contract in place at the relevant time in relation to the Call-off Partnership
On the later of the following:

- 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

(b) Relating to certain events or circumstances

(c) Interest

(d) Continuing nature

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.

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.

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.

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

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

do on	ligation
-------	----------

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
- 7.2 Keeping informed
- 7.3 Obligations not to create certain risks etc.

- 7.4 Other general obligations of each Participant in relation to its activities connected with each Call-off Partnership and this Framework generally
- 7.5 Miscellaneous obligations of each Participant
 - (a) Compliance with Partnership Board resolution etc.

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.
- 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.

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.

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.

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.

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).

(c) Not to attempt

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 **SYICB**(**Rotherham Place**) under a particular Call-off
Partnership when the Participants enter into that
Call-off Partnership

It delegates to the SYICB (Rotherham Place) those Council Functions if any

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

The SYICB (Rotherham Place)

- · Accepts that delegation; and
- On such acceptance, agrees to exercise those Health Related Functions in conjunction with the SYICB's (Rotherham Place) Functions.
- 9.2 What the **SYICB** (Rotherham Place) 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 SYICB (Rotherham Place) 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 SYICB (Rotherham Place) 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
- 9.4 Whether there are any restrictions on a Participant's powers to delegate its powers or functions by Law

On the date the Participants enter into the relevant Calloff Partnership, or on such later date indicated in the Work Order.

Those restrictions apply to any delegation described in this section 9 to the minimum extent necessary to comply with the Law.

10. Scope of a Call-off Partnership

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.

11. Aims and objectives

11.1 The aims and objectives of the Participants in relation to a particular Call-off Partnership

As indicated in the relevant Work Order.

12. Service standards

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.

13. Commissioned Contracts

- 13.1 Description of each Commissioned Contract to be commissioned in connection with a particular Call-off Partnership
- 13.2 Which Participant is to be a party to each Commissioned Contract described in item 13.1
- 13.3 How the Participants are to decide on the contractual terms of each Commissioned Contract, including any specification or the like
- As indicated in the relevant Work Order.
- Any additional contracts as agreed by the Participants in writing.
- As indicated in the relevant Work Order.
- As agreed by the Participants in writing.

According to the decision making rules of this Framework described in section 34.

14. Client group

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.

15. Improvements for client group

15.1 Expected improvements for the client group in relation to a particular Call-off Partnership

As indicated in the relevant Work Order.

16. Consultations

16.1 Consultation activities which the Participants have undertaken with the relevant client group in relation to a particular Call-off Partnership

17. Host Participant

- 17.1 Which Participant is the Host Participant in relation to a particular Call-off Partnership
- 17.2 Responsibilities and tasks of the Host Participant in relation to a relevant Call-off Partnership from time to time
- 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
- 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
- 17.5 How a Host Participant must carry out its responsibilities in relation to a relevant Call-off Partnership

- **Current Host Manager:** as indicated in the relevant Work Order.
- From time to time: as agreed in writing by the Participants.

As indicated in the relevant Work Order.

- It may do so under its Individual Authority from time to time according to section 35.
- 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.

The Host Participant will be obliged to keep the Partnership Board informed of:

- Any adverse complaints/legal challenges that impact or impede the operation of the Call-off Partnership
- Specific statistical information as agreed between the Host Participant and the Partnership Board

It must do so as follows:

- With reasonable skill and care
- In accordance with the contractual terms of the Calloff Partnership as described in item 2.6.
- In any case, in accordance with the following:
- Any relevant Law, particularly (in relation to the procurement of any public contract and where relevant) the Public Contracts Regulations (2015), as amended.
- The Host Participant's constitution or the equivalent.

18. Pooled Fund, Non-Pooled Fund

- 18.1 Whether there is to be a Pooled Fund or a Non-Pooled Fund in relation to a particular Call-off Partnership
- 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

As indicated in the relevant Work Order.

- Current Pool Manager: 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.
- From time to time: as agreed in writing by the Participants.

19. Notifications

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

20. Minimum volumes

Whether a Participant is obliged under this 20.1 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
 - Period covered by the initial contribution (a)

As indicated in the relevant Work Order.

Liability of the SYICB (Rotherham (b)

Place) to make initial contributions

As indicated in the relevant Work Order.

Liability of the Council to make initial (c) contributions

As indicated in the relevant Work Order.

When payment is due (d)

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
 - Period covered by each regular further (a)

contribution

Liability of the SYICB (Rotherham (b) Place) to make regular further contributions

further contributions

Liability of the Council to make regular

When payment is due (d)

(c)

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

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

described in item 23.3

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 SYICB (Rotherham As indicated in the relevant Work Order. Place) to make ad hoc further contributions due to any Overspends Liability of the Council to make ad hoc As indicated in the relevant Work Order. (c) further contributions due to any **Overspends** (d) Whether there are any events or As indicated in the relevant Work Order. circumstances causing the liability of the SYICB (Rotherham Place) (in item (b)) and/or the liability of the Council (in item (c)) to change on a particular occasion When payment is due As indicated in the relevant Work Order. (e) As indicated in the relevant Work Order. 22.4 Arrangements regarding any underspends from time to time 23. Charging service users Right of either Participant to impose any As indicated in the relevant Work Order. 23.1 charges on service users for whose benefit any Only in relation to Council functions. services are provided under a Commissioned Contract 23.2 Treatment of any charges received by a Retained by the Council. Participant in the circumstances described in item 23.1 23.3 Right of either Participant to allow a Relevant It may do so. Provider under a Commissioned Contract to impose any charges on service users for whose benefit any services are provided under a **Commissioned Contract** 23.4 Treatment of any charges received by a Retained by the Relevant Provider. Relevant Provider in the circumstances

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

From the Pooled Fund.

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

- 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
- (ii) How the Host Participant Remuneration of a particular Call-off Partnership changes over time
 - Routine changes, and events resulting in changes
- (iii) When the Host Participant becomes entitled to its Host Participant Remuneration

Only as indicated in the relevant Work Order.

Only as indicated in the relevant Work Order.

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

(c) Third party expenditure incurred by a Participant in connection with a particular Call-off Partnership Only those approved by the Partnership Board as being 'joint expenses' of the Partnership

- Where the Host Participant incurs the expense with a third party; and
- Where that expense is incurred for the joint benefit of the Participants generally.
- (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

(i) About the claimant

It can be anyone other than

- Any Affiliate of that Participant; and/or
- The other Participant and/or its Affiliate.
- (ii) To what the Claim must relate

Where the Claim relates to, or is the consequence of, either or both of the following:

- 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.
- Acts or failures to act by anyone else in activities connected with the Call-off Partnership (e.g. a Relevant Provider etc.).
- (iii) Obligations of the relevant
 Participant if it wishes to claim
 the reimbursement under item
 28.1

The relevant Participant must be able to demonstrate it has taken reasonable steps to mitigate its relevant Losses for which it seeks reimbursement.

(iv) Exception

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.

28.3 Whether a Participant's right to reimbursement under this section 28 continues after the end of the relevant Call-off Partnership

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.

Partnership Board and governance

29. Governance arrangements

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) As indicated in the relevant Work Order.

30. Partnership Board - composition

30.1 Number of representatives of each Participant on the Partnership Board

- 30.2 How each Participant appoints its representative on the Partnership Board from time to time
- Each Participant may select any individual (as it chooses) to be its representative on the Partnership Board from time to time.
- 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.

30.3 Which Participant is to provide administration support to the Partnership Board

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.

31. Partnership Board powers

31.1 Powers of the Partnership Board

To manage the affairs generally of the Framework and each Call-off Partnership in place at the time.

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.

32. Partnership Board – resolutions

32.1 Number of votes held by each member of the Partnership Board One each.

32.2 How resolutions the Partnership Board are to be passed

At least one of the following

- By a simple majority of votes cast by the Partnership Board members in attendance at a validly called Partnership Board meeting,
- 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.

32.3 Consequence of a Partnership Board resolution

Each Participant is legally bound to comply with it, unless either of the following applies

- It is later overridden by a later Partnership Board resolution.
- Each other Participant agrees in writing that the relevant Participant is not legally bound to comply with the Partnership Board resolution.

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
- (b) Frequency
- (c) Day

 If not falling on a Business Day, on the next Business Day
- (d) Time

33.2 Additional meetings

- (a) Participant responsible for calling additional meetings of the Partnership Board
- (b) Obligations of the Participant indicated in item (a) if the other Participant requests an additional Partnership Board meeting from time to time
- (c) How additional meetings are called by the Participant indicated in item (a)
- (d) Setting the day, time and location for additional Partnership Board meetings
- (e) Minimum notice period for additional Partnership Board meetings

33.3 Quorum for meetings

- (a) Quorum for meetings of the Partnership Board
- (b) Consequence if no quorum is present

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.

That Participant must not unreasonably refuse that request of the other Participant.

- By written communication to each representative of the other Participant.
- No other formalities are required.

The Participant indicated in item (a) shall act reasonably and in good faith in setting the day, time and location of the additional meeting.

- At least 5 Business Days excluding the day on which the notice is sent and the date of the meeting; or
- Such shorter notice agreed in writing by all members of the Partnership Board, at their discretion.

As indicated in the relevant Work Order.

If the quorum of a meeting is not met within **30 minutes** 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.

33.5 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
 - (b) Confidentiality
 - (c) Space
 - (d) Voting
 - (e) Speaking
- 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
- (b) How electronic meetings are to be held
- (c) Consequences if meetings of the Partnership Board which are held electronically under this item 33.7
- 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

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.

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).

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

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

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.

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.

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).

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).

To prepare properly for the meeting.

- (b) Attend
- (c) Absence
- (d) Conflict of interest
- (e) Personnel
- (f) Status of minutes of a particular meeting of the Partnership Board

To attend the meeting.

To give advance notice to the chairperson of any absence, where reasonably possible.

To declare any personal conflict of interest on any matter under consideration from time to time.

- To direct its other Personnel to attend parts of meetings where the relevant individual's presence is reasonably required.
- To direct its Personnel to give appropriate explanations etc. in relation to matters under discussion.

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 **7 days** 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
- (b) Partnership Board resolution
- (c) By agreement

By the Host Participant acting alone within its Individual Authority (see section 35).

By a Partnership Board resolution (see item 32.2).

- By agreement of the Participants evidenced in writing.
- This may include (for example) an exchange of emails or other correspondence in which each Participant clearly indicates agreement to the decision.

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

- For the purposes of a particular Call-off Partnership
- Without being required to consult the Partnership Board and/or any other Participant
- As indicated in this section 35.

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.

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

- (d) Deemed authorised
- 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
- (c) Later accepted or no complaint

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)).

At least one of the following applies:

- The decision or other act is later accepted by Partnership Board resolution or agreement in writing of the Participants; and/or
- The other Participant has not raised a complaint about the decision or other act according to item 35.5.
- 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
 - (b) Contents when raising the complaint
 - (c) Deadline by which X must raise the complaint
- 35.6 Whether any Participant other than the Host Participant has any Individual Authority to act in connection with the Partnerships
- 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
 - (b) Joint
 - (c) Breach of Partnership Board resolution or agreement in writing of the Participants
 - (d) Breach of Framework Agreement

In writing to the Partnership Board.

X must describe (in the written communication) the relevant act of which is outside the Host Participant's Individual Authority.

No later than **30 days** after X has been made aware of the relevant act.

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

The act is not reasonably incidental to the scope of activity of the relevant Call-off Partnership according to section 10.

The act is not intended for the benefit of the Participants collectively.

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).

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

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

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.

These consequences **do not** apply to X's act to the extent **all** of the following apply

- The unlawful act involves a technical breach of the Law.
- It would not be reasonable in the circumstances to have expected X to have done either of the following before carrying out the act:
 - Known of the breach before carrying out the act, or
 - Taken appropriate legal advice on the matter.
- Either of the following applied before X carried out that act:
 - X had not been given advice to the effect that the act is unlawful; or
 - X had been given advice from an appropriately qualified person that the act is not unlawful.

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'

37.2 How Deadlocks are to be resolved

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

- 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 of 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.

For how long each Participant must keep 39.2 **6 years** from the date on which the Partnership Partnership Records in its possession Record is first created, or Such longer or shorter period as required by Law according to the type of Partnership Record. 39.3 Rights of access of another Participant to the Partnership Records held by a Participant Inspection rights of a Participant Each Participant ('X') may inspect any Partnership (a) Records in the possession or control of the other Participant ('Y') if requested by X. When X may make the request At any time during the relevant Call-Off Partnership and (b) described in item (a) up to a further 6 years after the end of the Call-Off Partnership. Minimum notice X must give Y before At least **5 Business Days'** prior notice, unless Y agrees (c) the inspection to shorter notice. (d) Y's obligations 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. Confidentiality arrangements Section 43 applies to the confidentiality obligations of Y (e) in relation to its inspections under this item 39.3. 40. Relevant Provider monitoring Reports: obligation of a Participant to circulate As indicated in the relevant Work Order. 40.1 any monitoring reports it receives from the Relevant Provider in connection with its Call-off **Partnerships** 40.2 **Monitoring meetings:** right of representatives As indicated in the relevant Work Order. of a Participant to attend monitoring meetings with a Relevant Provider Inspections: right of a Participant (in addition to Each Participant (in addition to the Host Participant) has 40.3 the Host Participant) to exercise any rights of the right to exercise the right of inspection, audit or the inspection, audit or the like against any Relevant like against any Relevant Provider under the relevant Provider under a Commissioned Contract Commissioned Contract. 40.4 Performance and/or statistical data: As indicated in the relevant Work Order. obligations of each Participant to disclose to the Partnership Board performance and/or statistical data relating to a Call-off Partnership which that Participant has in its possession from

Indicate

time to time

- The types of data
- The frequency and due date for disclosure
- Any particular format in which it must be disclosed.

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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

- 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))

(c) Whether the information must be labelled as 'confidential'

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

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
 - (b) Independently developed
 - (c) Independently acquired

- (d) Trivial
- 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
 - (subject to item 43.5)
 - (b) Not to misuse

- (c) Not to direct others
- (d) Comply with the Law

- It is in the public domain from time to time
- Exception: as a result of any breach of a duty of confidentiality owed by the Recipient under this Framework Agreement.

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.

- 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.
- Exception: 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.

The information is of a trivial nature.

- The Recipient
- Must keep that Confidential Information strictly in confidence, and
- Must not disclose it or make it available to third parties.
- 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.
- 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.

The Recipient must not direct or assist any person to do anything in breach of the rest of this item 43.4.

The Recipient must comply with relevant Law in relation to the keeping, disclosure or use of that Confidential Information.

Either

- Duration of the Recipient's obligations in item 43.5 43.4 in relation to each piece of the Discloser's Confidential Information
- 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
 - (b) To any of the following
 - (i) Personnel (subject to item 43.7)
 - Advisors etc. (ii) (subject to item 43.7)
 - (iii) Public body (subject to item 43.7)
 - (iv) Assignment, novation (subject to item 43.7)
 - (v) **Disputes** (subject to item 43.7)
 - (vi) Third parties (subject to item 43.7)
 - (vii) Required by Law (subject to item 43.8)

the Recipient's compliance with any conditions attached to that consent.

With the prior written consent of the Discloser, subject to

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

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

Any public body authorised to review this Framework Agreement.

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

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

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

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).
- Rules regarding the Recipient disclosing (or 43.7 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

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

Confidential Information to that person

(b) Treating unauthorised disclosures etc.

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.

The Discloser may regard any unauthorised disclosure

- 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
- 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

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

- 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 sufficientlyevidenced 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.

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

Other obligations

(d)

- 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

The Participant must not do so without the authorisation of the Partnership Board.

(e.g. press releases, public circulars, interviews)

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

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

- 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

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.
- (b) Data Protection Impact Assessment

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.

(c) Protective Measures

Technical and organisational measures for the purposes of item 47.7.

(d) **Processed Personal Data**

in relation to a Relevant Controller

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.

(e) Relevant Controller

each of the following in relation to Processed Personal Data where it is the Controller The relevant Participant who is the Controller of the relevant Processed Personal Data.

- (f) Relevant Processor
- (g) Sub-processor
- (h) Interpretation
- 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
- 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 (and **not** for other purposes)
- 47.5 Paramount obligation of the Relevant Controller and the Relevant Processor in relation to Processed Personal Data of the Relevant Controller
- 47.6 The Relevant Processor must comply with all of the following if and for as long as it (or its Subprocessor) Processes any Processed Personal Data in connection with a particular Call-off Partnership

(whichever imposes the highest standard)

- (a) Policies, instructions
- (b) Relevant Processor's policy
- (c) Law

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

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.

The definitions of 'Controller', 'Processor', 'Data Subject', 'Personal Data', 'Personal Data Breach' and 'Protection Officer' in the GDPR also apply to 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.

Any of the following

- For purposes genuinely connected with the relevant Call-off Partnership.
- As agreed by the Relevant Controller, in writing.
- To meet any obligation of the Relevant Processor and/or the Sub-processor under the Law, particularly the Data Protection Legislation.
- 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.
- This overrides anything to the contrary elsewhere in this Framework Agreement and/or in the contractual terms of the relevant Call-off Partnership.

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.

The Relevant Processor's own relevant polices in place from time to time.

- 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.
- This overrides any other obligation elsewhere in this section 47 to the extent of any inconsistency.

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

- The contractual terms of a relevant Call-off Partnership.
- The Data Protection Legislation and/or any other Law.
- This obligation is not required if the Relevant Processor is not permitted by Law to inform the Relevant Controller.

- 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 Subprocessor).
- The likely consequences of the relevant event or circumstance
- The measures the Relevant Processor or the Subprocessor 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

(b) Preventative steps

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.

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.

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(c)	Non-disclosure	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:
		The Relevant Controller permits the disclosure in writing.
		The disclosure is to the Relevant Controller or its other authorised agents.
		The Relevant Processor is required to make that disclosure by Law.
(d) If notification of the relevant event or circumstance is required under the Data Protection Legislation	The Relevant Processor must do the following	
	Give the Relevant Controller reasonable assistance in preparing that notification.	
	Reimburse the Relevant Controller for its reasonable and sufficiently-evidenced costs in giving that notification. The Relevant Processor must do so no later than 30 days after the Relevant Controller's written demand.	
		Exception where the Relevant Processor is not obliged to comply with the above obligations: where the relevant event or circumstance is substantially caused by the negligence or deliberate misconduct of the Relevant Controller and/or its separate agents.
(e)	Investigate	The Relevant Processor must investigate the relevant event or circumstance.
(f)	Mitigate harm	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.
		The Relevant Processor must keep records of any such action which it takes.
(g)	No offer of remedy	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.

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.

As directed by the Relevant Controller from time to time, acting reasonably.

(h)

47.11

Comply with Law

anywhere in this section 47

How the Relevant Processor must inform the

47.12 Assistance which the Relevant Processor must give the Relevant Controller in relation to the Processed Personal Data

The Relevant Processor must give the Relevant Controller **reasonable assistance** to for any of the following purposes

- To enable the Relevant Controller to meet its obligations in relation to the Processed Personal Data under Law, particularly the Data Protection Legislation.
- To enable the Relevant Controller to respond to any request, complaint or other communication 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
 - The relevant Data Subject; and/or
 - The Information Commissioner or other regulatory or law enforcement body.
 - Any person not described above who is entitled by Law to a response to its request, complaint or other communication.
- 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).
- 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.

The Relevant Controller must reimburse the Relevant Processor for the Relevant Processor's **reasonable and sufficiently evidenced** costs in providing that assistance.

- 47.13 When the Relevant Processor must give the Relevant Controller the assistance described in item 47.12
- 47.14 How the Relevant Processor's costs in providing the assistance described in item 47.12 are to be met
- 47.15 Examples of assistance which the Relevant Processor must provide for the purposes of item 47.12
 - Each of the following
 - 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
 - To the extent relevant in the circumstances
 - Not an exhaustive list of the assistance the Relevant Processor must provide for the purposes of item 47.12
 - (a) Supplying Processed Personal Data
 - (b) Requests, complaints or other communication
 - (c) Assessment of operations
 - (d) Risk assessment

Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.

As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.

Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.

Providing a risk assessment in relation to the rights and freedoms of Data Subjects.

- (e) Data Loss Event
- (f) Information Commissioner

- 47.16 **Queries:** the Relevant Processor's obligations in relation to any **query** which the Relevant Controller raises from time to time in relation to any Processed Personal Data
- 47.17 Obligation of the Relevant Processor to assist the Relevant Controller in preparing any **Data Protection Impact Assessment**

Providing the Relevant Controller with reasonable assistance following any Data Loss Event relating to the Processed Personal Data.

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

- Any request from the Information Commissioner (or other regulatory body exercising its functions as such)
- Any consultation by the Relevant Controller with the Information Commissioner (or other regulatory body exercising its functions as such).
- The Relevant Processor must respond to that query in a prompt and proper manner.
- The Relevant Processor must do so at the Relevant Processor's own cost.
- 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.
- But only in relation to those parts of the Data Protection Impact Assessment relevant to that Processing.

- 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
- (ii) If it is an access request

(iii) Instructions

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

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.

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.

(iv) Supply the Processed Personal Data

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.

- 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)
- 47.20 Obligations of the Relevant Processor in transferring any Processed Personal Data

The Relevant Processor must not host or otherwise transfer any Processed Personal Data **outside of the European Economic Area** (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 **both** of the following apply:

- The Relevant Processor has the written consent of the Relevant Controller.
- All of the conditions in item 47.21 are met.
- 47.21 Conditions for the purposes of item 47.20 (all of these must be met)
 - (a) Safeguards
 - (b) Obligations under the Data Protection Legislation
 - (c) Rights for the Data Subject
 - (d) Standard clauses

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).

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.

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.

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

- 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
- 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.

- 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)
 - (a) Level of access

(b) How they Process

(c) Understanding of obligations

(d) Training

(e) If Processing of the Processed Personal
Data involves the Relevant Processor
having direct access to any electronic
system of the Relevant Controller

(f) Confidentiality undertakings

(g) Informed of confidential nature

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.

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.

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.

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.

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:

- 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.
- 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.

The Relevant Processor must ensure the individual has given **legally binding confidentiality obligations** to the Relevant Processor or relevant Sub-processor, as relevant (e.g. under his/her contract of employment) which are sufficient to protect the confidentiality of the Processed Personal Data.

The Relevant Processor must ensure all of the following

- That the individual has been informed of the confidential nature of the Processed Personal Data.
- 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.

- (h) Not to breach confidentiality
- 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:
- Permitted elsewhere in the terms of a particular Calloff Partnership.
- · Required by Law.
- Instructed by appropriate Personnel of the Relevant Controller.

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

- 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
- 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.
- The Relevant Processor must keep complete and accurate records and information to demonstrate its compliance with this section 47.
- This is subject to the exemptions in item 47.24.

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

Exception where the Relevant Processor is required to comply with item 47.23 if even if it has fewer than 250 employees: 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 all of the following applies

- The Processing of the relevant Processed Personal Data is not occasional.
- The relevant Processed Personal Data includes any of the following
 - Special categories of data as referred to in Article 9(1) of the GDPR.
 - Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR.
 - 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.

(i) Removal

- 47.23 Record keeping obligations of the Relevant Processor
- 47.24 Exemptions to item 47.23

- 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
 - (b) Reasonable grounds to refuse consent under item (a)
- The Relevant Processor must not appoint a Subprocessor without the prior written consent of the Relevant Controller.
- The Relevant Controller must not unreasonably withhold that consent.

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.

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

(c) Ensure compliance

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.

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.
- 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.

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.

47.28 Restrictions on modification

47.29 Suspension of Processing

- 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.

	·	
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	No.
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	 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. 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).
Liability	y issues	
48.	Promises about success of Call-off Partnership	
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.)	None given.
49.	Liability for Functions	
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.	No.
50.	Uncontrollable Circumstances	
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	 Any event or circumstance to which all of the following apply: It is outside X's reasonable control; and It genuinely prevents X from carrying out its
	(effectively 'force majeure' events)	obligations in relation to this Framework Agreement and/or a Call-off Partnership.
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	X must communicate its intention to suspend carrying

In writing where reasonably possible.

To the other Participant's Representative or (in any emergency) other suitable Personnel of the other Participant; and

(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.

Unaffected.

- (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
- (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
 - (ii) Steps that may be proposed
- In writing.
- Communicated to the other Participant's Representative.

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.
 - (b) Deliberate

- (c) Fraudulent misrepresentation
- (d) Indemnity
- (e) Specific debts
- (f) Elsewhere in this Framework Agreement
- (g) Not permitted by Law

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

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.

That Participant's fraudulent misrepresentation.

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

- 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).

As indicated elsewhere in this Framework Agreement.

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

51.3 Interpretation of caps and exclusions of the liability of a Participant ('X') in this section 51

They apply to X's liabilities of any kind in connection with this Framework Agreement.

- Regardless of whether the liability arises in tort, contract, under statute or otherwise.
- Any cap on X's liability is to be aggregated between
 - The liability X owes to the other Participant; and
 - The liability X owes any third party connected with that other Participant under this Framework Agreement.

51.4 Apportionment where the loss of Participant ('X') is only partly due to the fault of the other Participant ('Y')

Where X's losses in particular circumstances relevant to this Framework Agreement

- 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
- Are partly due to other factors (including X's own acts and failures to act),

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.

Termination and exit

52. Termination of Commissioned Contracts

52.1 If

- Only one Participant is a party to a particular Commissioned Contract; and
- 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)

How the decision is made to terminate that Commissioned Contract

- Usually: as decided either by written agreement between the Participants or by a Partnership Board resolution.
- If the Participants cannot agree or there is a deadlock on the issue within the Partnership Board: the Participant wishing to terminate shall prevail. Accordingly:
 - If the Participant wishing to terminate is a party to the Commissioned Contract: if may terminate the Commissioned Contract.
 - If the Participant wishing to terminate is NOT
 a party to the Commissioned Contract: 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.

As in item 52.1.

52.2 If

- Only both parties are a party to a particular Commissioned Contract; and
- 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)

How the decision is to be made between the Participant s to exercise that right to terminate

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 Calloff 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
- 56.2 **First step** resolution by Representatives
- 56.3 Next step: if the Participants' Representatives cannot resolve the Relevant Dispute within 30 days
- 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
- (b) Mediation procedure the Participants are to use
- (c) How the Participants must appoint the mediator

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

- 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).

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

- 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.

Page 227 The Participants must co-operate fully and promptly Cooperation (ii) 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. Directions to Personnel The Participants must direct their respective Personnel (iii) to attend and cooperate with the mediation properly and in good faith, as reasonably necessary. Confidentiality (iv) The Participants must carry out the mediation in strict confidence. 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. Without prejudice The Participants acknowledge that anything said or (v) 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. The Participants shall not engage (in connection with (vi) Engagement 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 The Participants shall share equally the costs of borne engaging the mediator They shall otherwise bear their own costs in connection with the mediation.

Right of a Participant to commence legal proceedings in relation to the Relevant Dispute **if mediation** is used under item 56.4

It may do so if the Relevant Dispute is not resolved by mediation after at least **90 days** from commencement of mediation.

56.6 Various remedies

56.5

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.

(b) Examples

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.

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
 - (b) Principal-agent

Any partnership between the Participants for the purposes of the Partnership Act 1890.

- 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
 - (b) Status of any previous agreements entered between the Participants on the subject matter of this Framework Agreement
 - (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

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.

They are fully extinguished immediately when this Framework Agreement is executed.

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:

- These are excluded from the contractual terms of that Call-off Partnership.
- That Participant's liability in relation to any of these is excluded.

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.

Exception: 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:

- Communications between the Participants described as 'notices' in this this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership.
- 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.

The formalities in this section 62 are not required in relation to other communications between the Participants.

62.2 To whose attention a communication described in item 62.1 is to be addressed if sent to a Participant

To the Participant's Representative at the time.

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.		

- 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
- 64.2 Whether available remedies are cumulative
- 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
- 64.4 Rights of a person with rights under this Framework Agreement to seek **remedies other than damages** against a Participant

It does not in itself exclude the availability of any other remedy in that circumstance (unless otherwise clearly indicated).

Yes.

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).

- 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

65.2 First step

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.

- 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.

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

Only if all of the following apply to the waiver (and not otherwise):

- It is clearly indicated to be a waiver of the relevant right or power.
- It is in writing.
- It is properly authorised by that Participant.
- Other rules regarding waiver of any Participant's right or power in connection with this Framework Agreement and/or a particular Call-off Partnership
- Delay or failure to exercise that right or power shall not in itself be a valid waiver of it.
- 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.

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.

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			
2006 Act	National Health Service Act 2006.			
Affiliate	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.			
	• 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.			
Call-off Partnership	Each partnership which the Participants enter from time to time under (and according to) this Framework Agreement.			

Defined term	Definition			
SYICB (Rotherham Place) Function	Any function of the SYICB (Rotherham Place) 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.			
Centre	The Centre for Effective Dispute Resolution or a successor body.			
Claim	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.			
Commissioned Contract	 Any contract For the purchase of goods, services or works To which at least one Participant is a party in its capacity as client, commissioner or equivalent. Which is place for the purposes of a particular Call-off Partnership. 			
Confidential Information	In relation to a Discloser, as indicated in section 43.			
Council Function	Any health related function of the Council which it delegates from time to time to the SYICB (Rotherham Place) under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.			
Data Protection Legislation	 The GDPR and the Law Enforcement Directive (Directive (EU) 2016/680). The Data Protection Act 2018 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. 			
Deadlock	As indicated in item 37.1.			
Deliberate Default	Any act of the following by a Participant			
	A breach of the Law.			
	A breach of this Framework Agreement (including any act by the Host Participant in excess of its Individual Authority under section 35).			
	A breach of any duty it separately owes a third party (whether in tort, contract or otherwise)			
	Other misconduct			
	Where that act is done with the knowledge of any of the following			
	Any efficient of that Participant at the Assistant Director (or equivalent) level or higher			
	Any officer of that Participant at the Assistant Director (or equivalent) level or higher.			
Discloser	A Participant (and its relevant Affiliate where indicated) in relation to its respective Confidential Information.			
Escalated Person	In relation to a Participant, its director responsible for the relevant service at the time, or his/her delegate.			
FOI Act	See section 44.			
Function	Either a Council Function or SYICB (Rotherham Place) Function, or both, as the context indicates.			
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)			
Host Participant	In relation to a particular Call-off Partnership, as indicated in section Error! Reference source not found			
Host Participant Remuneration	The remuneration payable to the Host Participant by the other Participants according to item 28.2(b).			
Individual Authority	See item 35.1.			

Defined term	Definition			
Intellectual Property	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.			
Law	Any of the following applicable to a Participant from time to time (to be read independently)			
	Any statute, regulation or other subordinate legislation.			
	Any directive or other European instrument (to the extent it is binding on the Participant)			
	Any treaty			
	Any judgement, rule of common law or equity			
	Any order of a competent court, tribunal, arbitrator or the like of any of these			
	 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. 			
	Any guidance or the like issued by authorised government bodies (whether legally binding or not)			
	 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. 			
Losses	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.			
	Exception: to the extent any of these are capped or excluded in this Framework Agreement.			
Non-Pooled Fund	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.			
Overspend	See item 22.3(a).			
Partnership	The collaboration which the Participants establish under this Framework Agreement.			
Partnership Board	The board of the Partnership established and conducted according to this Framework Agreement.			
Partnership Record	See item 39.1.			
Personnel	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.			
Pool Manager	The relevant individual in that position from time to time according to item 18.2.			
Pooled Fund	Any pooled fund maintained from time to time in connection with a particular Call-Off Partnership according to the Regulations.			
Recipient	A Participant in relation to the Confidential Information of a relevant Discloser.			
Regulations	The NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617.			

Defined term	Definition		
Relevant Dispute	See item 56.1.		
Relevant Provider	Any person firm or organisation supplying goods, services and/or works under a Commissioned Contract.		
Representative	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:		
	Where the relevant individual is absent from time to time: any other individual deputising for him/her, as decided by the relevant Participant.		
	Where the position is vacant from time to time: the Escalated Person of the relevant.		
Reserved Matter	See section 36.		
Services	The services in relation to which a Call-off Partnership relates according to item 10.1.		
Uncontrollable Circumstances	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	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.		
		Where consent, approval, permission or the like of a person is to be at that person's discretion, that person		
		 Shall not be obliged to respond to a request for it; and 		
		 Shall not be obliged to give reasons for its decision (including any decision not to respond); and 		
		 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). 		
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'69.7 'Including'
- 69.8 Other references

- Use of the expression 'in writing' (or a similar word) includes (but is not limited to) an e-mail or facsimile message.
- It does not include communication by telephone text messages or communication via a social media site (or the like of any of these).
- 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.
- Use of the abbreviation 'etc.' at the end of a list to illustrate a particular concept does not limit that concept in any way.
- Reference to one gender refers to all genders
- Reference to the singular includes the plural and vice versa
- Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.

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Appendix 2

Better Care Fund (BCF) -

Call Off Partnership Agreement / Work Order

1. OBJECTIVES OF THE SCHEME

The Department of Health and Social Care (DHSC), Department for Levelling Up, Housing and Communities (DLUHC) and NHS England have specifically requested in the BCF Planning Requirements (2022-23) 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 Planning Requirements and Local Objectives. It is a requirement of the Better Care Fund that the South Yorkshire Integrated Care Board (Rotherham Place) 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 Planning Requirements 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 (RMBC and SYICB Rotherham Place), Directorate Leadership Team, BCF Executive Group and Rotherham Health and Wellbeing Board have agreed the establishment of the following pooled arrangements:

Pool 1; Hosted by RMBC; Value of £36.104m for Theme 2 Rehabilitation, Reablement and to include the Improved Better Care Fund (iBCF). This includes adults revenue base budget as well as specific grants (Improved Better Care Fund, Disabled Facilities Grant and Adult Social Care Discharge Funding).

Pool 2; Hosted by the SYICB (Rotherham Place); Value of £13.152m for all Themes excluding Theme 2 Rehabilitation, Reablement and Intermediate Care and to include a Risk Pool.

4. FUNCTIONS

The SYICB (Rotherham Place) and the Council shall utilise funds to deliver against agreed objectives set out within the BCF Plan.

5. SERVICES WTIHIN THE SCHEME

5.1 Persons Eligible to Benefit

- 5.1.1 Services commissioned by the SYICB (Rotherham Place) shall be commissioned for the benefit of individuals for whom in relation to that service the SYICB (Rotherham Place) 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 SYICB (Rotherham Place) and the Council shall each liaise with any relevant neighbouring authority or SYICB (Rotherham Place) in respect of individuals who are the responsibility of either the SYICB (Rotherham Place) 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 SYICB (Rotherham Place)'s base contribution for 2022/23 will be £24.954m and the Council's base contribution, including the Improved Better Care Fund (iBCF), will be £24.302m as per the table below:

Better Care Fund				2022/23 5	SPLIT BY
2022/23 Budget	2022/23 INVESTMENT		POOL		
BCF Investment	SYICB SHARE	RMBC SHARE	Total	Pool 1 RMBC Hosted	Pool 2 SYICB Hosted
	£000	£000	£000	£000	£000
THEME 1 - Mental Health Services	1,367		1,367		1,367
THEME 2 - Rehabilitation & Reablement	11,802	7,660	19,462	19,462	
THEME 3 - Supporting Social Care	3,624		3,624		3,624
THEME 4 - Care Mgt & Integrated Care Planning	5,207		5,207		5,207
THEME 5 - Supporting Carers	561		561		561
THEME 6 - Infrastructure	241		241		241
Risk Pool	500		500		500
Improved Better Care Fund		15,521	15,521	15,521	
Discharge Funding	1,652	1,121	2,773	1,121	1,652
TOTAL BUDGET	24,954	24,302	49,256	36,104	13,152

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 SYICB (Rotherham Place) 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 SYICB (Rotherham Place) and RMBC.
- 6.6 The BCF includes the Improved Better Care Funding (iBCF) of £14.481m for 2022/23 which are subject to the following grant conditions:

- Meeting adult social care needs
- Reducing pressures on the NHS including seasonal winter pressures
- Supporting people to be discharged from hospital when they are ready
- Ensuring that the social care provider market is supported

There is no requirement to spend across all four purposes, or to spend a set proportion on each. However, the grant determination requires the Council and the SYICB (Rotherham Place) and providers to meet the National Condition 4 (Implementing the BCF Policy Objectives) in the 2022-23 Better Care Fund Policy Framework and Planning Requirements.

National Condition 4 requires that local partners should have an agreed approach to implementing the two policy objectives for the BCF, set out in the Policy Framework. This includes:

- Enable people to stay well, safe and independent at home for longer.
- Provide the right care in the right place at the right time.
- 6.7 Included within the iBCF is funding for Winter Pressures 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 by delayed, with the appropriate social care support in place, and which help promote people's independence.
- 6.8 In September 2022, the Government announced a commitment of £500 million to support timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care over the winter period. The main focus is on, although not limited to, a 'home first' approach and discharge to assess (D2A).
- 6.9 On 18th November 2022, the Government confirmed that a total allocation of £8.346 million has been provided to NHS South Yorkshire ICB and Rotherham Place will receive £1.652 million of this funding. Rotherham Council has also been allocated £1.121 million of the fund. Therefore, this amounts to a total of £2.773 million of funding for Rotherham Place partners for the remainder of 2022/23. These funds are required to be pooled into the local Better Care Fund (BCF) plans and Section 75 agreements for 2022/23.
- 6.10 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 South Yorkshire Integrated Care Board (Rotherham Place) in arrears one quarter of the estimated annual costs of the schemes.
- 7.2 The SYICB (Rotherham Place) 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 SYICB (Rotherham Place) meet their specific financial reporting deadlines.
- 7.4 The Council and the SYICB (Rotherham Place) 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 SYICB (Rotherham Place) 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 SYICB (Rotherham Place) 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 BCF Executive group exists as a sub-group of the Health and Well Being Board and reports into this group. The BCF Executive is primarily the strategic group who set the criteria, parameters and priorities of the BCF funds, and at a high level monitors the progress of the BCF fund and spending plan. The BCF Operational group creates the plan, but it is signed off firstly by the BCF Executive group and finally by the HWBB.
- 10.2 For the purpose of the BCF Plan for 2023-24, a review of the BCF Executive Group and BCF Operational Group governance arrangements has taken place to ensure that they are fit for purpose and robust in light of the newly formed SY ICB (Rotherham Place). Should they be signed off before April 2023 they will form part of the 2022-23 governance regime. The purpose of the review is to enhance transparency.
- 10.3 The BCF Operational group will present proposals to the BCF Executive group to agree appropriate use of the fund in line with the objectives of the scheme, and ensure the scheme is appropriately transacted.
- 10.4 Using the governance framework set out below, all partners will monitor the BCF plan effectively ensuring plans are delivered through each scheme.
- 10.5 The SYICB (Rotherham Place) 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.

10.6 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.

10.7 **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 HWBB chair and including senior representatives from both the Council and SYICB (Rotherham Place).

The BCF Executive Group is supported by the BCF Operational Group, which is made up of the identified lead officers at the Service Head level for each of the BCF actions within the plan, plus other supporting officers from the Council and SYICB (Rotherham Place). The BCF Operational Group meets on a quarterly basis and reports directly to the BCF Executive Group. Only the cochairs of the BCF Operational group will also attend meetings of the BCF Executive group in view of the scrutiny role of the Executive.

10.8 **BCF Executive Support**

The BCF Executive Group and BCF Operational Group will be supported by officers from the Partners as required.

10.9 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. These meetings to be so arranged that the HWBB is able to sign off the quarterly report before it is sent off to the BCF Assurance group

The meetings will take place face to face as the default position, with options made available where face to face is not possible by exception for members to join on-line through Microsoft Teams.

Taking into consideration that timelines are set by NHS England guidance and policy framework that can often be delayed in year, the plan is for BCF Executive Group meetings to take place before the Health and Wellbeing Board to ensure the sign off process is followed.

The quorum for meetings of the BCF Executive Group shall be a minimum of three representative from each of the Partner organisations with a minimum of six members of the group present.

The minutes of the BCF Operational Group will be a standard agenda item for the BCF Executive Group for information and discussion where appropriate.

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. Unless agreed by the Chair in advance, substitutions will not be permitted

Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

10.10 **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 a quorate of the Executive; and
- authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

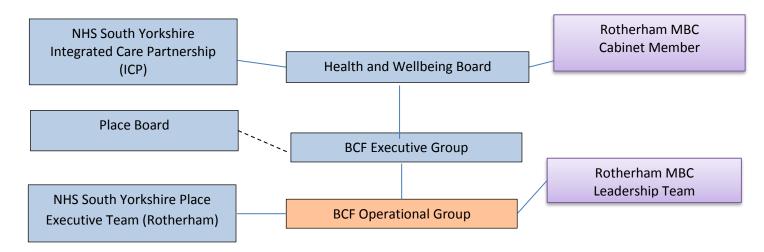
10.11 **Information and Reports**

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. In addition, in terms of RMBC, BCF spending in a particular Directorate will be part of the standard monthly agenda item on Finance. In essence this will apply to Public Health, Adult Social Care and CYPS

10.12 **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.

10.13 **BCF Governance - Reporting Structure**



ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE, HOUSING AND PUBLIC HEALTH

NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD (ROTHERHAM PLACE)

BETTER CARE FUND (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; setting up the strategy, parameters, criteria, priorities, framework and to make recommendations for the strategic direction and management of the Better Care Fund to the Health and Wellbeing Board (HWBB). The group is set up as a sub-group of the HWBB

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, None 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 HWBB, and
- Take responsibility for any corporate issues associated with the fund.
- Monitor spending plans

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 chaired by the Cabinet Member chairing the HWBB, with the SYICB Rotherham Place Lead as co-chair.

Membership of the Executive Group

Elected Member/Chair of HWBB

SYICB (Rotherham Place) Executive Place Director Rotherham

SYICB (Rotherham Place) Deputy Place Director

SYICB (Rotherham Place) Assistant Chief Officer

SYICB (Rotherham Place) Chief Finance Officer or Deputy Head of Financial Management

SYICB (Rotherham Place / RMBC Head of Adult Commissioning (Joint Commissioning)

RMBC / SYICB (Rotherham Place Strategic Commissioning Manager (Joint Commissioning)

RMBC Strategic Director of Adult Care, Housing and Public Health (DASS)

RMBC Director of Public Health

RMBC Assistant Director, Strategic Commissioning or Assistant Director, Adult Care and Integration

RMBC Head of Finance (Adult Care, Housing and Public Health)

Both parties will call in relevant officers such as RMBC Finance Manager (Adult Care and Public Health) for specific topics where required and a standing invitation will be made to Public Health Director to attend.

Quorate

3 representatives from each of the organisations, with a minimum of 6 members present

Frequency of Meetings

Quarterly

Co-ordination of Meetings

Strategic Commissioning Manager, RMBC / SYICB (Rotherham Place) will co-ordinate following liaison with the Chair.

Governance

The group will report to the Health and Wellbeing Board (HWBB)

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 HWBB, LGA and NHSE.

ROTHERHAM METROPOLITAN BOROUGH COUNCIL ADULT CARE, HOUSING AND PUBLIC HEALTH

NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD (ROTHERHAM PLACE)

BETTER CARE FUND (BCF) OPERATIONAL GROUP

Purpose of the Group

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

Functions of the Group

- To provide the forum for BCF accountable operational leads to co-ordinate the delivery of the BCF Performance Measures and BCF Action Plan.
- To create the funding plan to be then signed off by the Executive group
- 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.
- 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.
- To ensure that the accountable leads of the BCF performance measures and the BCF action plan are collectively discussing their progress and key actions.
- To identify the areas which need to be reported on progress and performance by exception to the BCF Executive Group.
- To ensure the BCF conditions are met.
- To co-ordinate partner activity within the BCF Plan, ensuring that all elements of the plan are linked together to deliver positive outcomes.
- To ensure the Rotherham BCF Scorecard is updated on a quarterly basis and to circulate to the Executive. To review risk and to oversee the implementation of mitigating action plans.
- 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 SYICB (Rotherham Place) Deputy Head of Financial Management and the RMBC Assistant Director, Strategic Commissioning.

Membership of Group

SYICB (Rotherham Place) Deputy Head of Financial Management (co Chair)

SYICB (Rotherham Place) Performance and Intelligence Manager

SYICB (Rotherham Place) / RMBC Head of Adult Commissioning (Joint Commissioning)

RMBC/SYICB (Rotherham Place) Strategic Commissioning Manager (Joint Commissioning)

RMBC Finance Manager (Adult Social Care and Public Health)

RMBC Head of Service - Access

RMBC Assistant Director, Strategic Commissioning (co Chair)

RMBC Performance and Improvement Business Partner

Both parties will call in relevant officers for specific topics where required

Quoracy

Three representatives from each of the organisations

Frequency of Meetings

Quarterly

Co-ordination of Meetings

Strategic Commissioning Manager, RMBC / SYICB (Rotherham Place) 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.

Key Deliverables

- Maintain financial reporting framework.
- Maintain a risk register appropriate to the level of group operation.
- Coordinate the completion of reports for the Health and Wellbeing Board and the Department of Health

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 2022/23
- 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
- South Yorkshire Integrated Care 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 SYICB (Rotherham Place) / RMBC BCF Metrics:

As part of the Better Care Fund plan, the national metrics will be monitored by Rotherham MBC and South Yorkshire ICB. The national metrics include some changes for 2022/23. The metrics included for 2022/23 are as follows.

- Indirectly standardised rate (ISR) of avoidable admissions per 100,000 population, for chronic ambulatory sensitive conditions
- Percentage of people who are discharged from acute hospital to their normal place of residence.

- Long-term support needs of older people (aged 65 years and over) met by admission to residential and nursing care homes, per 100,000 population
- Proportion of older people (65 years and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services

The metrics relating to percentage of inpatients who have been an inpatient in an acute hospital for 14 days or more and 21 days or more and delayed transfers of care are no longer included.

Metric descriptions are below.

Table 4 – BCF Metrics Definitions

	Metric	Numerator	Denominator
1	Indirectly standardised rate (ISR) of avoidable admissions per 100,000 population, for chronic ambulatory care sensitive conditions	Unplanned hospitalisation episodes taken from SUS (Secondary Uses Service).	Mid-year population estimates for England published by the Office for National Statistics (ONS)
2	Percentage of people who are discharged from acute hospital to their normal place of residence.	Total Number of people discharged from hospital (taken from SUS)	Total Number of people discharged to their normal place of residence (taken from SUS)
3	Long-term support needs of older people (aged 65 years and over) met by admission to residential and nursing care homes, per 100,000 population	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 nursing care during the year. Data from Shortand Long-Term Support	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
		(SALT) collected by HSCIC	
4	Proportion of older people (65 years and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services	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.

Indirectly standardised rate (ISR) of admissions per 100,000 population

2021/22 has seen an increase on 2020/21, with admissions slightly higher than the 2021/22 BCF plan. It is not clear whether additional demand will be seen during 2022/23 and whether any further COVID related impact will be seen. Challenges remain in primary care and other services as these continue to recover. Significant work is ongoing around Urgent and Community transformation and to improve access in Primary Care, which is anticipated to impact chronic ambulatory care sensitive admission levels. Given the potential for rising demand against the impact of significant work being undertaken, a balanced maintenance of the current position is felt to be an appropriate plan. The quarterly profiling has been set differently to 2021/22 as this profile is not expected to be seen this year and our local data does not reflect the 2021/22 Q4 reduction seen in the national data.

Urgent and Community Transformation priorities within the Place Plan focused on integrating pathways to increase admission avoidance including 2 hour urgent response and implementation of virtual wards for frailty and respiratory. BCF funding supports our Community Hospital Avoidance Team with an ARC (social care) and Voluntary Sector post – working as an integrated team into UECC, SDEC and AMU to prevent admissions at the front door. Asthma and COPD and diabetes are part of the quality contract, which requires review after an exacerbation to prevent further admissions, in addition to QoF and national requirements. A number of new additional roles through additional roles re imbursement scheme, e.g. social prescribing link roles and care coordinators will support anticipatory care alongside MDT reviews to prevent admissions.

Percentage of people who are discharged from acute hospital to their normal place of residence

Performance has fallen slightly during 2021/22. Our aspiration is to return to closer to early 2021/22 performance. Maximum performance in the last 12 months was 93.9%, minimum was 92.4%. A gradual increase in performance to our aspiration of 94% has therefore been set as the trajectory. Rotherham's performance has been above national levels during 2021/22.

The Urgent and Community Transformation priorities within the Place Plan focuses on sustainable discharge which includes a review of the Integrated Discharge Team resource to ensure resource meets demand. A self-assessment against the NHSE 100 day challenge has been completed and actions from the assessment have been incorporated into our discharge workstream. There is also a programme of work within the acute on discharges processes to increase effectiveness and flow. Our intermediate care pathway (bed base and home based) is being reviewed and there is a focus on ensuring effective flow through the beds to support better use of resource.

Long-term support needs of older people (aged 65 years and over) met by admission to residential and nursing care homes, per 100,000 population

The 2021/22 year end published data shows the original BCF plan target for 2021/22 has been exceeded by 18 admissions, due to higher demand than estimated and returned a total of 324 admissions or a rate of 618.5 per 100k population. The Service is continuing to support people to remain independent in their own homes for as long as is possible. The service also continues to support people's discharges from hospital to ensure the necessary flow, wherever possible to their own homes but acknowledge that for some people the next destination may need to be a care setting in accordance with their assessment of needs. This in turn then also adds additional pressure to the social care system. Projections for 2022/23 take account of the 2021/22 year end performance rate of '619' and also the increased rates of Quarter 1 activity (93 admissions) and it is estimated that 360 admissions are expected by year end March 2023, which is an equivalent rate of approximately 687 per 100k population. Using 'pre-Covid' impacted published 2019/20 benchmarking, the rate of 687 would be close to 2019/20 Y&H regional average of 655 and also factors in the continued increased demand due to Rotherham's aging population (Rotherham BCF template populations increased from 52388 to 54525 or +4.1%).

Robust joint working approaches between health and social care have developed further, so clear pathways and processes are in place to support a least restrictive approach to meeting adults' care and support needs. Further legal training has also been recently offered with regards to mental capacity act and human rights to adult social care staff. The former Well-Being Forum is being relaunched on 31st October 2022, and will be known as the Quality Practice and Positive Risk Forum (QPPRF).

This forum will continue to provide oversight, scrutiny and assurance with regards to any short term (over 2 weeks) and long-term admissions into residential or nursing care. Regular review of those in short term stay beds is also taking place across service areas and updates sought as to plans in place for specific individuals with clear actions to support people home where this is a possibility and, in the person's, best interest.

Proportion of older people (65 years and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services

Overall, there has been a +5.1% percentage point improvement since 2020/21 year's out-turn of 70% to show a current 2021/22 published performance of 75.1%. A total of 205 people were supported during the three month sample period, which is 35 more than last year and a 21% increase in service provision. Although, the reablement service has been challenged with additional demand and has needed to be flexible to be able to support the needs of a broader, more complex cohort in 2021/22, there has been increased positive outcomes recorded with 35 more people (154 versus 119) still at home 3 months after discharge equivalent to +29%.

The service performance of 75.1% is very positive and although the stretch target of 78% has not been achieved in full, it significantly reverses the downward trend seen over the last two years which showed 70% (2020/21) and 73.2% (2019/20) respectively. The 2021/22 volume numbers of people taking up the service and benefitting from reablement are both the highest recorded in any of the last 5 years. Benchmarking publication of national performance up to 2018/19 showed a close match to regional and national averages of circa 82%+ and a Rotherham difference + or – of 2%. This significantly changed in 2019/20 and 2020/21 when Rotherham returned 72.3% and 70% respectively and the gap increased to 8% but reduced to 6% respectively. The 2022/23 increase of +3% to target of 78.1% seeks to narrow the minimum 'gap' between regional and national performance of 5.3% which in 2021/22 were circa 80% and 82% respectively and step Rotherham towards similar performance levels evidenced prior to 2019/20 at circa 80%.

The 2021/22 performance of 75.1% improved on the broad 7 in 10 people benefitting from the service seen last year, to nearer to 8 in 10. The delivery and cohort make up in this year's performance, also reflected that in order to support timely discharges from hospital the service used both in-house capacity and commissioned additional bed-based capacity to help support and meet the needs of people who presented with more complex needs. The breakdown of the provision shows that 75.6% (90 out of 119) of users were still at home after 91 days from in-house community based reablement service and 74.4% (64 out of 86) from the in-house and step-down bed based provision. This service mix is planned to continue in 2022/23 but additional planned increases in community based reablement should positively contribute to improving performance and outcomes for people. However,

current activity is impacted by delays in brokering home care packages, there are more complex/dependent people discharged from hospital and have had to provide end of life care for a number of people which also has an impact on performance figures. There is a need to look at how face to face time can be increased to support more people as we move forward.

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
SYICB (Rotherham Place)	Chief Finance Officer	Oak House Moorhead Way Rotherham S66 1YY	01709 302025	wendy.allott@nhs.net
RMBC	Head of Finance – (Adults, Public Health and Housing)	Riverside House Main Street Rotherham S60 1AE	01709 822098	Gioia.morrison@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	SYICB (Rotherham Place)
Signature		
Date of signature		
Name of signatory (print)		
Title or role of signatory (print)		

Appendix 2A – Detailed BCF Schemes

Better Care Fund Budget 2022-23	Budget 2021-22	Additional Investment	Budget 2022-23
	£'000	£'000	£'000
THEME 1 - Mental Health Services			
Adult Mental Health Liaison	1,209	158	1,367
THEME 2 - Rehabilitation & Reablement	1,209	136	1,307
Home Improvement Agency	38	(38)	0
Additional Occupational Therapist post	30	(30)	0
Falls Service	470	24	494
Home Enabling Services :	170	21	134
Reablement	1,087		1,087
Pressures on Domiciliary Care Budgets	758		758
Community Stroke Service	527	26	553
Community Neuro Rehab	162	8	170
Breathing Space	1,820	113	1,933
Otago	20	_	20
Mediguip (Wheelchairs & Equipment)	1,708	239	1,947
Community OT	788	74	862
Disabled Facilities Grant	4,787	760	5,547
Age UK Hospital Discharge	158	3	161
Stroke Association Service	50	1	51
Intermediate Care Pool:			
Intermediate Care Therapy(TRFT)	409		409
Therapy & Nursing cover to support vulnerable patients and			
Fast Response team	108	5	113
Intermediate Care (LH/DC)	1,435	185	1,620
Intermediate Care beds (30) - Davies Court	1,039		1,039
Home first	781	39	820
Intermediate Care 24 Beds - Althorpe	1,329	67	1,396
RDASH Therapies	97		97
GP Support - medical cover	36		36
Other Intermediate care (TRFT)	332	17	349
THEME 3 - Supporting Social Care			
Direct Payments:			
Direct Payments/ Personal Budgets (Physical Disabilities)	396		396
Direct Payments (Older People)	526		526
LD Supported Living	410		410
Direct Payments (Learning Disabilities)	315		315
Direct Payment Support	46		46

Better Care Fund Budget 2022-23	Budget	Additional	Budget
	2021-22 £'000	Investment £'000	2022-23 £'000
	£ 000	£ 000	£ 000
Residential Care			
Mental Health rehabilitation services	209		209
Learning Disability Services:			
Learning Disabilities independent sector residential			
care/Transitional Placements	984		984
Learning Disabilities Domiciliary Care	37		37
Care Act - Older People Direct Payments	501		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
THEME 4 - Care Mgt & intergrated Care Planning			
GP Case Management	1,480		1,480
Care Home Support Service	283	14	297
Hospice - End of Life care	840	41	881
Social Prescribing	777		777
Social Work Support (A&E, Case management, Supported			
Discharge):			
Single Point of Access	100		100
Fast Response Twilight Service (TRFT)	60		60
Fast response Nursing team(TRFT)	60		60
Supported Discharge Pathways Team	433		433
Early Planning Team	230		230
Mental Health Crisis Team	36		36
Care Co-ordination Centre	812	41	853
THEME 5 - Supporting Carers			
Carers Support Service:			
Carers Strategy	237		237
Carers Emergency Service	78	(55)	23
Direct Payments (Older People)	251		251
Carers Centre	35	(35)	0
Crossroads	50		50
THEME 6 - Infrastructure			
Joint Commissioning Team	49		49
IT to support Comm Trans	192		192
RISK POOL			
Risk pool	500		500

Better Care Fund Budget 2022-23	Budget	Additional	Budget
	2021-22	Investment	2022-23
	£'000	£'000	£'000
Improved Better Care Fund			
Adaptation of Liquid Logic to support care pathways	88	(28)	60
Rotherham Place DTOC Project Manager, to manage and		, ,	
oversee implementation of the agreed DToC action Plan	80	5	85
Health Inequalities	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
Speak up	50	5	55
Additional Legal Support Costs	60	(40)	20
Attain	300	(300)	0
My Front Door	350	(350)	0
Perform Plus	0	48	48
Digital Lead Project Manager	0	64	64
Reablement - 2 posts	0	87	87
Spot purchase reablement beds	0	107	107
Double Handling - IMC beds at Davies Court	0	100	100
Contingency	0	77	77
Winter Pressures/Other Grant Income			
Tactical Brokerage	110		110
Resource for Winter Bed Capacity	500		500
Integrated Discharge Team	358	(133)	225
Targeted Review Team	377	(377)	0
Reablement	521	(521)	0
IDT	289	(289)	0
Additional Winter Capacity	151	(151)	0
Additional Winter pressures contingency	0	510	510
IBCF Balance b/fwd	0	1,041	1,041
Spot purchase reablement beds	107	(107)	0
Perform Plus	45	(45)	0
Digital Lead Project Manager	61	(61)	0
Double Handling - IMC beds at Davies Court	100	(100)	0
Additional Winter capacity	100	(100)	0
Reablement - 2 posts	87	(87)	0
IDEA Small Grants - Assessment & Review Co-ordinator	15	(15)	0

Better Care Fund Budget 2022-23	Budget	Additional	Budget
better care rand badget 2022 25	2021-22	Investment	2022-23
	£'000	£'000	£'000
Adults Discharge Funding (RMBC)			
COT Independent Sector		45	45
Mental Health Agency Social Workers		153	153
Befriending Service		15	15
Care Broker Service		12	12
Step-down beds at Lord Hardy Court		128	128
Trusted Assessor to support Integrated Discharge Team		104	104
Home Care Bridging Service		255	255
LD Discharges (Specialist Agency)		21	21
Supporting Unpaid Carers		59	59
Housing Support		12	12
Administration		11	11
Short Stay Placements		87	87
Incentive Payments for Home Care and Residential Care		219	219
·			
ICB (Rotherham Place) Discharge Funding			
Voluntary Sector - AGE UK		30	30
TRFT Place escalation wheel		61	61
CHC: Home care provider		67	67
CHC: Care home provider		137	137
Provision of Crisis Beds		61	61
S136 cost pressures		63	63
SYHA Discharge Support		15	15
Discharge Coordinator		11	11
Administration		16	16
CHC – assessments		30	30
CHC – interim funded beds for complex patients to expediate			
discharge		711	711
Community Equipment and transport - Medequip/TRFT		124	124
Discharge Lounge support and Co-ordinators		218	218
Pharmacy Cover - weekend (2 hours sat&sun)		29	29
Voluntary Sector - VAR		29	29
Hospice - Clinical Nurse Specialist		20	20
Hospice - Hospice at Home		5	5
Hospice - Care Support Worker		10	10
Hospice - Increased Inpatient Unit costs		15	15
Grand Total	45,486	3,770	49,256

	то:	Health and Wellbeing Board
	DATE:	25 th January 2022
BRIEFING	LEAD OFFICER	Claire Smith, Deputy Director Place Director (Rotherham Place) Claire.smith138@nhs.net Tel. No. 01709 428721
	TITLE:	Adult Social Care Discharge Fund 2022/23

Background

1. The purpose of this report is to confirm that South Yorkshire Integrated Care Board (Rotherham Place) and Rotherham Metropolitan Council (RMBC) have jointly agreed to spending plans on the funding allocation from the Adult Social Care Discharge Fund for 2022/23, which reflects local need and priorities

Key Issues

2.1 In September 2022, the Government announced a commitment of £500 million to support timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care over the winter period. The main focus is on, although not limited to, a 'home first' approach and discharge to assess (D2A).

On 18th November 2022, the Government confirmed that a total allocation of £8.346 million has been provided to NHS South Yorkshire ICB and Rotherham Place will receive £1.652 million of this funding. Rotherham Council has also been allocated £1.121 million of the fund. Therefore, this amounts to a total of £2.773 million of funding for Rotherham Place partners for the remainder of 2022/23.

In line with usual BCF requirements, the use of both elements of this funding needs to be agreed between local ICBs and Local Authorities. This funding can be used once both partner organisations have fully agreed to spending plans and this needs to be spent by 31st March 2023.

Funding will be provided through grants (40% of the national fund) and distributed as a Section 31 Grant to Local Authorities and the remaining allocation via ICBs (60% of the national fund). The funding will be released in two tranches, the first was released in early December 2022 and the second in January 2023.

The fund will be pooled into local Better Care Fund (BCF) plans and Section 75 agreements for 2022/23. The deadline for S75 agreements to be agreed and signed by both partner organisations has been extended until 31st January 2023.

Local areas may use up to 1% of their total allocation (LA and ICB) for reasonable administrative costs associated with distributing and reporting on this funding.

2.2 Funding Conditions

On 18th November 2022, an Addendum to the BCF Policy Framework and Planning Requirements has also been published which sets out conditions, monitoring and reporting arrangements.

The funding conditions of the discharge fund include:

- Local Authorities and ICB funding allocation should be pooled into local HWB BCF Section 75 agreements with plans for spend agreed by both the LA and ICB under National Condition of the Better Care Fund
- Funding should only be used on permitted activities that reduce flow pressure on hospitals, including in mental health inpatient settings, by enabling more people to be discharged to an appropriate setting, with adequate and timely health and social care support as required
- Funding should prioritise those approaches that are most effective in freeing up the
 maximum number of hospital beds and reducing the bed days lost within the funding
 available, to the most appropriate setting from hospital, including from mental health
 inpatient settings.
- ICBs should ensure that support from the NHS for discharges into social care is available throughout the week, including at weekends.
- A completed spending template confirming planned use of the additional funding was submitted to NHS England on 16th December 2022. This enabled the second tranche of funding to be released in January 2023.

2.3

Use of the Fund

The fund can be used flexibly on the interventions that best enable the discharge of patients from hospital to the most appropriate location for their ongoing care. The main focus will be on:

- Discharge to Assess (D2A) and provision of home care which is recognised as an effective option for discharging more people in a safe and timely manner.
- Boost general adult social care workforce capacity, through staff recruitment and retention, where that will help reduce delayed discharges. This could include, but is not limited to, measures such as retention bonuses or bringing forward pay rises ahead of the new financial year.
- Where there are particular delays to discharge of patients with long hospital stays, for instance those with particularly complex care health and care needs, short-term residential care is an option to free up hospital capacity (where appropriate).

2.4

Expenditure

The Local Authority grant will be used in the following areas:

Cohomo Nom-	Duick Description	Cahama Tuna	Planned
Scheme Name	Brief Description	Scheme Type	Expenditure
COT	To increase number of COT	Reablement in a	£45,000
Independent	assessments, reduce waiting	person's own home	
Sector	list and free up home care		
	capacity		
Mental Health	To increase capacity to	Additional or	£152,625
Agency Social	assess people in hospital to	redeployed capacity	
Workers	facilitate early discharge	from current care	
		workers	
Befriending	To support people who are	Additional or	£15,000
Service	being discharged from	redeployed capacity	
	hospital who require low	from current care	
	level support	workers	
Care Broker	To increase the capacity of care	Additional or	£12,083
Service	broker to support patients with	redeployed capacity	
	complex needs	from current care	
		workers	
Step-down beds	To increase the capacity of step-	Bed based	£127,761
at Lord Hardy	down beds to support patient flow	Intermediate Care	
Court	from hospital	Services	
Trusted Assessor	To support IDT with their	Additional or	£104,032
to support	assessment responsibilities and	redeployed capacity	
Integrated	increase capacity	from current care	
Discharge Team		workers	

			227 / 222
Home Care Bridging Service	To create additional capacity in the the Borough	Additional or redeployed capacity from current care workers	£254,869
LD Discharges (Specialist Agency)	To create additional capacity to support people with LD complex cases	Additional or redeployed capacity from current care workers	£21,090
Supporting Unpaid Carers	To support unpaid carers who are providing support with hospital discharges	Additional or redeployed capacity from current care workers	£59,250
Housing Support	To support people with housing issues that are a barrier to hospital discharge	Additional or redeployed capacity from current care workers	£12,083
Administration	To cover costs of administering the fund	Administration	£11,210
Short Stay Placements	To support complex cases who require intensive short-term support	Residential Placements	£86,760
Incentive Payments for Home Care and Residential Care	To retain home care and residential care workforce	Improve retention of existing workforce	£219,310
Total	Local Authority Grant		£1,121,073

The Integrated Care Board (Rotherham Place) grant will be used in the following areas:

Scheme Name	Brief Description	Scheme Type	Planned Expenditure
Voluntary Sector – Age UK	MDT approach to discharge which ensures that further safe and well checks are completed on patients being discharged in virtual wards and will pick up areas of support such as cost of living	Reablement in a Person's Own Home	£30,000
TRFT Place Escalation Wheel	Supports oversight of system pressures to concentrate actions / escalation on discharge / flow	Assistive Technologies and Equipment	£60,500
CHC: Home Care Provider	Bring forward planned pay increases	Improve retention of existing workforce	£66,704
CHC: Care Home Provider	Bring forward planned pay increases	Improve retention of existing workforce	£137,387
Provision of Crisis Beds	Provision of 3 crisis beds in community to provide short-term crisis	Bed Based Intermediate Care Services	£60,750
Section 136 Cost Pressures	Provision of additional Section 136 urgent care workers to create resilience to preserve patient flow	Increase hours worked by existing workforce	£63,216
SYHA Discharge Support	Additional housing in-reach on to ward to support with housing issues to support discharge	Residential Placements	£15,000
Discharge Co- ordinator	Additional support with discharge planning to ensure delays are minimised	Increase hours worked by existing workforce	£10,971
Administration	To cover costs of administering the fund.	Administration	£16,520
CHC – Assessments	Increase number and speed of assessments to improve flow	Additional or redeployed capacity from current care workers	£30,400
CHC – Interim Funded Beds for Complex Patients	CHC – additional capacity for complex patients to expediate discharge	Bed Based Intermediate Care Services	£711,264
Community Equipment and	Supply and delivery of additional community-based equipment to	Assistive Technology and Equipment	£124,000

TRFT	1		T	
Support and Coordinators bitmely and responsive discharge of patients with needs met brailing from current care workers baturday/Sunday) Pharmacy Cover — weekend (2 hours Saturday/Sunday) Voluntary Sector — VAR Voluntary Sector — Ware brailing from current care workers Voluntary Sector — Ware brailing from current care workers WDT approach — additional safe and well checks completed on patients discharged from virtual wards Hospice — Clinical Nurse Specialist which will enable increased community activity allowing the management of discharged hospital patients Hospice — Hospice at Home Hospice — Care Support Worker Hospice — Increased Capacity in the Hospice hospice — Increased capacity in creased capacity brailing staff working additional hours (overtime/bank) Hospice — Improve the management of lorceased capacity increased capacity via the 24/7 advice line Hospice — Improve the management of discharge from the hospice thus increasing bed availability Hospice — Improve the management of discharge from the hospice thus increasing bed availability Tedeployed capacity from current care workers Additional or redeployed capacity from current care workers Additional or redeployed capacity from current care workers Additional or redeployed capacity from current care workers ### Person's Own Home £29,176 ### Person's Own Home £20,000 ### Person's Own Home £20,000 ### Person's Own Home £5,000 ### Person's Own Home ### Person's Own Home £5,000 ### Person's Own Home £10,000 ### Person's Own Home ### Person's Own Home	Transport - Medequip / TRFT	increase ability to discharge faster		
timely and responsive discharge of patients with correct medication Top top the patients with correct medication	Support and Co-	timely and responsive discharge	redeployed capacity from current care	£216,719
VAR and well checks completed on patients discharged from virtual wards Hospice – Clinical Nurse Specialist Accelerate the recruitment and start date of a Clinical Nurse Specialist which will enable increased community activity allowing the management of discharged hospital patients Hospice – Hospice at Home Hospice – Care Support Worker Support Worker Hospice – Improve the management of loscharge from the hospice thus increased availability Hospice – Improve the management of discharge from the hospice thus increasing bed availability Additional or redeployed capacity from current care workers Reablement in a Person's Own Home £5,000 Reablement in a Person's Own Home £10,000 Additional or redeployed capacity from current care workers	weekend (2 hours	timely and responsive discharge of patients with correct medication	redeployed capacity from current care workers	·
Nurse Specialist start date of a Clinical Nurse Specialist which will enable increased community activity allowing the management of discharged hospital patients Hospice – Hospice at Home Increased capacity in the Hospice at Home Team through existing staff working additional hours (overtime/bank) Hospice – Care Support Worker Additional Health Care Support Worker resource will support the co-ordination of increased activity via the 24/7 advice line Hospice – Increased Inpatient Unit Increased Increasing bed availability Increased Increased Increasing bed availability Increased Increase Increase hours worked Increase hours wo		and well checks completed on patients discharged from virtual		£29,176
Home at Home Team through existing staff working additional hours (overtime/bank) Hospice – Care Support Worker Worker resource will support the co-ordination of increased activity via the 24/7 advice line Hospice – Improve the management of Increased Inpatient Unit Increasing bed availability Home Team through existing Person's Own Home £10,000 £10,000 £10,000 £15,000 £15,000		start date of a Clinical Nurse Specialist which will enable increased community activity allowing the management of	redeployed capacity from current care	£20,000
Support Worker Worker resource will support the co-ordination of increased activity via the 24/7 advice line Hospice – Improve the management of Increased discharge from the hospice thus Inpatient Unit increasing bed availability Morker resource will support the by existing workforce by existing workforce Additional or redeployed capacity from current care workers		at Home Team through existing staff working additional hours (overtime/bank)		£5,000
Increased discharge from the hospice thus increasing bed availability from current care workers		Worker resource will support the co-ordination of increased activity via the 24/7 advice line	by existing workforce	
Total NHS South Yorkshire ICB Grant £1.652.000	Increased	discharge from the hospice thus	redeployed capacity from current care	£15,000
1.000	Total	NHS South Yorkshire ICB Grant		£1,652,000

2.6

Underspends

If any underspend is identified within the Local Authority and Integrated Care Board (Rotherham Place) grants the following approach will be taken:

• Divert these to support the market with workforce retention – financial incentives / rewards

2.7

Reporting Requirements

ICBs and Councils confirmed the agreed distribution of their allocations across the Health and Wellbeing Board in their area when plans were submitted to NHS England on 16th December 2022.

Reporting of additional activity, as a result of this funding, will be on a fortnightly basis for each local authority footprint which will include what activities have been delivered in line with commitments in the spending plan.

NHS England has published two templates (Appendices 1 and 2) which are designed for systems to confirm their spending plans for this funding by 16th December 2022. This funding should complement plans for improving discharge outcomes under National Condition 4 of the main BCF plan.

2.8

Metrics and Monitoring

The Addendum to the BCF Policy Framework and Planning Requirements also sets out conditions, monitoring and reporting arrangements.

The impact of the additional funding will be measured by the following metrics:

- the number of people discharged to their usual place of residence (existing BCF metric)
- the absolute number of people 'not meeting criteria to reside' (and who have not been discharged)
- the number of 'Bed days lost' to delayed discharge by trust (from the weekly acute sitrep)
- the proportion (%) of the bed based occupied by patients who do not meet the criteria to reside, by trust
- the number of care packages purchased for care homes, domiciliary care and intermediate care (to be collected through a new template which will be published at a later date)
- In addition, the data on length of stay will be monitored regionally and nationally and this data will continue to be available on the Better Care Exchange.

Key Actions and Relevant Timelines

- The Rotherham HWB and South Yorkshire ICB Discharge funding templates (Appendix 1 and 2) to NHS England have now been submitted on 16th December 2022
 - Complete fortnightly templates which will focus on activity and spend. The first submission date is planned on 6th January 2023.
 - Health and Wellbeing Board to sign off the Section 75 Agreement on 25th January 2023
 - The ICB (Rotherham Place) and RMBC grant allocations need to be included into the Section 75 Agreement which needs to be signed and agreed by 31st January 2023
 - Complete end of year report by 2nd May 2023

Implications for Health Inequalities

4. There is a recognition by the South Yorkshire ICB that tackling Health Inequalities (HI) is integral to everything the system needs to do to keep people healthy and independent and reduce statutory service demand.

BCF funded schemes which reduce health inequalities includes:

- 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.
- Project support for the implementation of Population Health Management (PHM) priorities

Recommendations

- 5.1 That the Health and Wellbeing Board notes the:
 - (I) Documentation for submission to NHS England (NHSE) on 16th December 2022

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Discharge fund 2022-23 Funding Template

2. Cove





Version 1.0.0

Please Note:

- You are reminded that much of the data in this template, to which you have privileged access, is management information only and is not in the public domain. It is not to be shared more widely than is necessary to complete the return.
- Please prevent inappropriate use by treating this information as restricted, refrain from passing information on to others and use it only for the purposes for which it is provided. Any accidental or wrongful release should be reported immediately and may lead to an inquiry. Wrongful release includes indications of the content, including such descriptions as "favourable" or "unfavourable".
- This template has been produced for areas to confirm how the additional funding to support discharge from hospital and bolster the social care workforce will be spent in each area. The government has also produced guidance on the conditions attached tothis funding, that you should ensure has been followed.
- This template collects detailed data on how the funding allocated to each area will be spent. The portion of the funding that is allocated via Integrated Care Boards (ICBs) does not have a centrally set distribution to individual HWBs. ICBs should agree with local authority partners how this funding will be distributed and confirm this distribution in a separate template. The amount pooled into the BCF plan for this HWB from each ICB should also be entered in the expenditure worksheet of this template (cell N31) (The use of all funding should be agreed in each HWB area between health and social care partners.

Health and Wellbeing Board:	Rotherham
Completed by:	Karen Smith
E-mail:	karen-nas.smith@rotherham.gov.uk
Contact number:	01709 254870

Please confirm that the planned use of the funding has been agreed between the local authority and the ICB and indicate who is signing off the plan for submission on behalf of the HWB (delegated authority is also accepted):

the plan for submission on behalf of the 11400 (delegated dutilone) is also to	accepteuj.
Confirm that use of the funding has been agreed (Yes/No)	Yes
Job Title:	Councillor David Roche
Name:	david.roche@rotherham.gov.uk

If the following contacts have changed since your main BCF plan was submitted, please update the details.

	if the following contacts have changed since your main ber plan	was sasimited,	picase apaate the actains	,	
		Professional			
		Title (e.g. Dr,			
	Role:	Cllr, Prof)	First-name:	Surname:	E-mail:
*Area Assurance Contact Details:	Health and Wellbeing Board Chair	Cllr	David	Roche	david.roche@rotherham.g
Area Assurance Contact Details:					ov.uk
`	Integrated Care Board Chief Executive or person to whom they	Mr	Christopher	Edwards	christopheredwards7@nhs
	have delegated sign-off				.net
	Local Authority Chief Executive	Mrs	Sharon	Kemp	sharon.kemp@rotherham.
					gov.uk
	LA Section 151 Officer	Mrs	Judith	Badger	judith.badger@rotherham.
					gov.uk
Please add further area contacts that	Better Care Fund Lead Official	Mr	Nathan	Atkinson	nathan.atkinson@rotherha
you would wish to be included in					m.gov.uk
official correspondence e.g. housing	SYB ICB Deputy Place Director (Rotherham Place)	Miss	Claire	Smith	claire.smith138@nhs.net
or trusts that have been part of the	LA Finance Officer	Mr	Mark	Scarrott	mark.scarrott@rotherham.
process>					gov.uk

When all yellow sections have been completed, please send the template to the Better Care Fund Team england.bettercarefundteam@nhs.net saving the file as 'Name HWB' for example 'County Durham HWB'. Please also copy in your Better Care Manager.

Discharge fund 2022-23 Funding Template

5. Expenditure

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Rotherham

Source of funding		Amount pooled	Planned spend
LA allocation		£1,121,073	£1,121,073
	NHS South Yorkshire ICB	£1,652,000	£1,652,000
ICB allocation		Please enter amount pooled from ICB	
		Please enter amount pooled from ICB	

Yellow sections indicate required input

Scheme ID	Scheme Name	Brief Description of Scheme (including impact on reducing delayed discharges).	Scheme Type	Sub Types	Please specify if 'Scheme Type' is 'Other'	Estimated number of packages/beneficiaries	Setting	Spend Area	Commissioner	Source of Funding	Planned Expenditure (£)
1	Sector	To increase number of COT assessments, reduce waiting list and free up home care	Reablement in a Person's Own Home	Reablement service accepting community and discharge				Social Care	Rotherham	Local authority grant	£45,000
2		To increase capacity to assess people in hospital to facilitate early discharge	Additional or redeployed capacity from current care workers	Costs of agency staff			Both	Social Care	Rotherham	Local authority grant	£152,625
3		To support people who are being discharged from hospital who require low	Additional or redeployed capacity from current care workers	Costs of agency staff			Home care	Social Care	Rotherham	Local authority grant	£15,000
4		To increase the capacity of care broker to support patients with complex cases	Additional or redeployed capacity from current care workers	Redeploy other local authority staff			Both	Social Care	Rotherham	Local authority grant	£12,083
5	Lord Hardy Court	To increase the capacity of step-down beds to support patient flow from hospital	Bed Based Intermediate Care Services	Step down (discharge to assess pathway 2)		50-60		Social Care	Rotherham	Local authority grant	£127,761
6		To support IDT with their assessment responsibilities and increase capacity	Additional or redeployed capacity from current care workers	Costs of agency staff			Both	Social Care	Rotherham	Local authority grant	£104,032
7	Home Care Bridging Service	To create additional capacity in the central and north of the Borough	Additional or redeployed capacity from current care workers	Costs of agency staff			Both	Social Care	Rotherham	Local authority grant	£254,869
8	LD Discharges (Specialist Agency)	To create additional capacity to support people with LD complex cases	Additional or redeployed capacity from current care workers	Costs of agency staff			Both	Social Care	Rotherham	Local authority grant	£21,090

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24 CHC – interim CHC – additional capacity for Bed Based Intermediate Care Step down (discharge Up to 20 per Community Rotherham ICB allocation	£711,264
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complex patients expediate discharge	
25 Community Supply and delivery of Assistive Technologies and Community based Community Rotherham ICB allocation	£124,000
Equipment and additional Community based Equipment equipment Health	
transport - equipment to increase ability	

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26	Discharge Lounge support and Co-ordinators	Additional capacity to support timely and responsive discharge of	Additional or redeployed capacity from current care workers	Local staff banks	7 Additional Staff		Community Health	Rotherham	ICB allocation	£216,719
27	Pharmacy Cover - weekend (2 hours sat&sun)	Additional capacity to	Additional or redeployed capacity from current care workers	Local staff banks			Community Health	Rotherham	ICB allocation	£29,393
28	Voluntary Sector - VAR	MDT approach - additional/ further safe and well checks completed on patients being		Reablement to support to discharge – step down			Community Health	Rotherham	ICB allocation	£29,176
29	Hospice - Clinical Nurse Specialist	Accelerate the recruitment and start date of a Clinical Nurse Specialist which will	Additional or redeployed capacity from current care workers		Clinical Nurse Specialist which will enable	Both	Community Health	Rotherham	ICB allocation	£20,000
30	Hospice - Hospice at Home	Increased capacity in the Hospice at Home team through existing staff	Reablement in a Person's Own Home				Community Health	Rotherham	ICB allocation	£5,000
31	Hospice - Care Support Worker	Additional Health Care Support worker resource will support the coordination of	Increase hours worked by existing workforce			<please select=""></please>	Community Health	Rotherham	ICB allocation	£10,000
32	Hospice - Increased Inpatient Unit	Improve the management of discharge from the hospice thus increasing bed	Additional or redeployed capacity from current care workers	Local staff banks			Community Health	Rotherham	ICB allocation	£15,000

Scheme types and guidance

This guidance should be read alongside the addendum to the 2022-23 BCF Policy Framework and Planning Requirements.

The scheme types below are based on the BCF scheme types in main BCF plans, but have been amended to reflect the scope of the funding. Additional scheme types have been added that relate to activity to retain or recruit social care workforce. The most appropriate description should be chosen for each scheme. There is an option to select 'other' as a main scheme type. That option should only be used when none of the specific categories are appropriate.

The conditions for use of the funding (as set out in the addendum to the 2022-23 BCF Policy Framework and Planning Requirements) confirm expectations for use of this funding. Funding should be pooled into local BCF agreements as an addition to existing section 75 arrangements. Local areas should ensure that there is agreement between ICBs and local government on the planned spend.

The relevant Area of Spend (Social Care/Primary Care/Community Health/Mental Health/Acute Care) should be selected

The expenditure sheet can be used to indicate whether spending is commissioned by the local authority or the ICB.

This funding is being allocated via:

- a grant to local government (40% of the fund)
- an allocation to ICBs (60% of the fund)

Both elements of funding should be pooled into local BCF section 75 agreements.

Once the HWB is selected on the cover sheet, the local authority allocation will pre populate on the expenditure sheet. The names of all ICBs that contribute to the HWB's BCF pool will also appear on the expenditure sheet. The amount that each ICB will pool into each HWB's BCF must be specified. ICBs are required to submit a separate template that confirms the distribution of the funding across HWBs in their system. (Template to be circulated separately).

When completing the expenditure plan, the two elements of funding that is being used for each line of spend, should be selected. The funding will be paid in two tranches, with the second tranche dependent on an area submitting a spending plan 4 weeks after allocation of funding. The plan should cover expected use of both tranches of funding. Further reporting is also expected, and this should detail the actual spend over the duration of the fund. (An amended reporting template for fortnightly basis and end of year reporting, will be circulated separately)

Local areas may use up to 1% of their total allocation (LA and ICB) for reasonable administrative costs associated with distributing and reporting on this funding.

For the scheme types listed below, the number of people that will benefit from the increased capacity should be indicated - for example where additional domiciliary care is being purchased with part of the funding, it should be indicated how many more packages of care are expected to be purchased with this funding.

Assistive Technologies and Equipment Home Care or Domiciliary Care Bed Based Intermediate Care Services Reablement in a Person's Own Home Residential Placements

Scheme types/services	Sub type	Notes	home care?
Assistive Technologies and Equipment	1. Telecare	You should include an expected number of	
	2. Community based equipment	beneficiaries for expenditure under this	

	3. Other	category	Y
Home Care or Domiciliary Care	 Domiciliary care packages Domiciliary care to support hospital discharge Domiciliary care workforce development Other 	You should include an expected number of beneficiaries for expenditure under this category	Y
Bed Based Intermediate Care Services	 Step down (discharge to assess pathway 2) Other 	You should include an expected number of beneficiaries for expenditure under this category	N
Reablement in a Person's Own Home	 Reablement to support to discharge – step down Reablement service accepting community and discharge Other 	You should include an expected number of beneficiaries for expenditure under this category	Y
Residential Placements	 Care home Nursing home Discharge from hospital (with reablement) to long term care Other 	You should include an expected number of beneficiaries for expenditure under this category	N
Increase hours worked by existing workforce	 Childcare costs Overtime for existing staff. 	You should indicate whether spend for this category is supporting the workforce in: - Home care - Residential care - Both	Area to indicate setting
Improve retention of existing workforce	 Retention bonuses for existing care staff Incentive payments Wellbeing measures Bringing forward planned pay increases 	You should indicate whether spend for this category is supporting the workforce in: - Home care - Residential care - Both	Area to indicate setting
Additional or redeployed capacity from current care workers	Costs of agency staff		J
	 Local staff banks Redeploy other local authority staff 	You should indicate whether spend for this category is supporting the workforce in: - Home care - Residential care - Both	Area to indicate setting
Local recruitment initiatives		You should indicate whether spend for this category is supporting the workforce in: - Home care - Residential care - Both	Area to indicate setting
Other		You should minimise spend under this category and use the standard scheme types wherever possible.	Area to indicate setting

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	Areas can use up to 1% of their spend to	
	cover the costs of administering this	
	funding. This must reflect actual costs and	
	be no more than 1% of the total amount	
Administration	that is pooled in each HWB area	NA

Adult Social Care Discharge Fund - ICB distribution

Guidance

ICB name

60% of the Adult Social Care Discharge Fund has been allocated to ICBs. The funding must be pooled into Better Care Fund plans and it's use agreed with local authority partners. It is for systems to agree how to distribute this funding at HWB level, based on their assessment of need.

Separate spending plans, covering the detailed use of the funding (both ICB allocated and grants paid to local authorities) should be completed for each HWB and returned by 16 December. This form is for ICBs to confirm the distribution of ICB allocated funding across HWBs within their footprint

Total allocation
Name of person completing this form
Contact email
ICB lead for improving discharge data collection (optional)
HWB
Barnsley
Doncaster
Rotherham
Sheffield
Total (Must equal allocation)

template

Yellow sections indicate required input	
NHS South Yorkshire ICB	
£8,345,870.90	
[a a	
Claire Smith	
claire.smith138@nhs.net	
Citaticismicit 2008 mis.net	
Funding	
	£1,520,000.00
	£1,853,000.00
	£1,652,000.00
	£3,321,000.00
	£8,346,000.00

Minutes		
Title of Meeting:	PUBLIC Rotherham Place Board: Partnership Business	
Time of Meeting:	9.00am – 10.00am	
Date of Meeting:	Wednesday 19 October 2022	
Venue:	Elm Room, Oak House, Bramley, S66 1YY	
Chair:	Sharon Kemp	
Contact for Meeting:	Lydia George: lydia.george@nhs.net/ Wendy Commons: wcommons@nhs.net	
Apologies:	Richard Jenkins, Chief Executive, TRFT Kathryn Singh, Chief Executive, Rotherham, Doncaster & South Humber NHS Foundation Trust Leonie Wieser, Policy Officer, RMBC Dr Neil Thorman, Primary Care Rep, Rotherham Primary Care Leadership Group	
Conflicts of Interest:	General declarations were acknowledged for Members as providers/commissioners of services. However, no specific direct conflicts/declarations were made relating to any items on today's agenda.	
Quoracy:	Confirmed as quorate.	

Members Present:

Sharon Kemp (**SK**), (Chair), Chief Executive, Rotherham Metropolitan Borough Council Chris Edwards (**CE**), Executive Place Director – Rotherham Place, NHS South Yorkshire Integrated Care Board (ICB)

Ben Anderson (**BA**), Director of Public Health, Rotherham Metropolitan Borough Council

Shafiq Hussain (**SH**), Chief Executive, Voluntary Action Rotherham Dr Anand Barmade (**AB**), Medical Director, Connect Healthcare Rotherham Michael Wright (**MW**), Deputy Chief Executive, The Rotherham NHS Foundation Trust

Participants:

Cllr David Roche (**DR**), Joint Chair of Health and Wellbeing Board, Rotherham Metropolitan Borough Council

Dr Jason Page (**JP**), Medical Director, NHS South Yorkshire ICB Ian Atkinson (**IA**), Deputy Place Director – Rotherham, NHS South Yorkshire ICB Sue Cassin (**SC**), Chief Nurse - Rotherham, NHS South Yorkshire ICB Wendy Allott (**WA**), Chief Finance Officer – Rotherham, NHS South Yorkshire ICB Ian Spicer (**IS**), Strategic Director of Adult Care, Rotherham Borough Council Suzanne Joyner (**SJ**), Director of Children's Services, Rotherham Borough Council Lydia George (**LG**), Strategy & Delivery Lead - Rotherham, NHS South Yorkshire ICB Gordon Laidlaw (**GL**), Head of Communications - Rotherham, NHS South Yorkshire ICB Claire Smith (**CS**), Head of Adult Commissioning - Rotherham, NHS South Yorkshire ICB

Julie Thornton (**JTh**), Care Group Director, Rotherham, Doncaster & South Humber NHS Foundation Trust

Jacqui Tuffnell (JTu), Head of Commissioning, Rotherham, NHS South Yorkshire ICB

In Attendance:

Wendy Commons, Support Officer, Rotherham Place, NHS SY ICB



Item Number	Discussion Items	
1	Be The One Suicide Prevention Campaign	

Members watched the 'Be the One – talk to me about suicide' video that is available online and is part of Rotherham's suicide prevention campaign.

Members thanked colleagues who had worked on the video and resources and agreed it reflected true partnership working. Partners and wider Rotherham partnership organisations have been encouraged to share the video and Rotherham United has committed to show the video on their screens at home games.

To show their commitment, Place Executive Leaders agreed to undertake the online suicide awareness training as a collective and use it back into their own organisations.

Action: Place Leadership Team

On behalf of the Place Board, a letter will be sent to Rotherham United to thank them for their involvement and promotion of the video and the campaign.

Action: SK/CE

2 Public & Patient Questions

There were no questions.

3 Public Health Update: by exception

With around 44 Covid patients currently in Rotherham hospital and pressure on care homes remaining the same, it was noted that the system is settling into 'steady state'.

There are no other variants of concern and the planning assumption is that this variant will remain for winter.

Members noted the update.

4 Spotlight Presentation: Rotherham Place Winter Demand Management and Surge Plan

Claire Smith, Head of Adult Commissioning gave an overview of this year's plan for winter for Rotherham. It has been developed in collaboration with all place partners and is based on learning from previous years as well as a specific winter workshop held to help us think differently this year.

CS went on to outline some of the different approaches being employed which included:

For acute:

- extending social workers and expanding the UECC function to include the voluntary sector social prescribing to avoid admissions,
- providing additional transport based on capacity and demand
- increasing utilisation of same day emergency care facilities and additional consultant resource
- Increasing the opening hours of the discharge lounge facilities

In the community:

- Implementing the discharge to assess at home pathway
- Increasing home care capacity bridging service to support the discharge to assess pathway



• additional short stay beds in care homes will be used to support effective flow

In primary care:

- Primary care services will run at full core capacity with enhanced access and same day care provided by Primary Care Networks (PCNs)
- PCNs will offer additional clinical backfill to enable longer appointment times and discharge from hospital reviews
- Flu and Covid vaccinations for patients will be delivered as a system using PCN or place footprint for delivery

For Children & Young People:

- Wider public health information and self-help support will be promoted
- The Children & Young People's crisis and intensive community support team will be engaged to provide risk assessment/care/treatment to avoid re-presenting at the emergency care centre
- More work will be done by the Me in Mind team with schools to provide resilience and early intervention for children showing early signs of emotional distress

In Mental Health services:

- A mental health communications plan will be delivered
- Drop in safe spaces for those in crisis will be developing to provide emotional and practical support to people in need
- The patient flow team at RDaSH will be expanded to ensure system flow and reduce out of area placements

The place winter plan has been aligned to urgent and emergency care priorities and using the strong relationships already in place across Rotherham partners, escalation is to executive level for assurance. Members noted that some of the elements of the plan are already delivered across place, whilst new developments like virtual wards are being recruited to.

CS highlighted that there are some risks and challenges to delivering the winter plan. For example, demand, complexity of patients and delayed discharges all impact on performance at times of pressure which may result in the elective programme not being maintained, a reduction in acute beds is possible this year with flu and covid cohorted, further pressure on social care provision could occur due to the home care market situation, as well as the workforce challenges being faced around sickness, morale, mental health and recruitment.

Place Board noted the associated risks and were reassured by the robust process for escalation which will includes operational, clinical leaders and executive managers meeting three times per week to monitor and review risks and take any necessary action required.

5 Spotlight Presentation: Rotherham Place Communication and Engagement

GL updated on the work being progressed by the Communication and Engagement Enabling Group. He highlighted that partnership relationships are strong and joint working is effective with the agenda being led and driven forward by the introduction of lan Atkinson as the Executive Sponsor.

The presentation outlined some of the risks and challenges around delivering operational vs transformational elements as, the capacity to deliver on both agendas, public fatigue around health and care messages balanced against the cost-of-living



priorities, layering of communications in region, system and place and consistency of messages to the workforce on key transformational priorities.

A number of key areas were identified as next steps including further developing the place-partnership brand and digital offer in line with prevention work, considering an approach to awards and achievements both internal and external, continuing communication to partners following the newsletter being well-received and updating the communications and engagement strategy.

Discussion turned to the issue of layering communication across region, system and place. SK felt that we need to keep focus on Rotherham residents whilst still aligning with the SY ICB and suggested that communications be built around the framework of 'pain, shame and gain' in campaigns as we look to refine what we have already but change behaviour.

CE advised that we should work as South Yorkshire system where it adds value, for example, pharmacy first messages. We should continue to consider and question whether service delivery and transformation areas would be better delivered on a wider footprint but they must relate to Rotherham to reach out to local people.

It was agreed that GL will look at whether the same model being applied as used for heath inequalities work. This will be included into the revised strategy for all future campaigns.

With regard to awards and recognition, SK asked the group to suggest some principles that can be applied to say thank you and motivate staff and to give people confidence in services as well as making Rotherham Place an attractive place to work.

Action: GL

IA suggested that it is also important to ensure we give consistent messages to staff as well as the population about implementing transformational changes and what we are trying to achieve. It was acknowledged that this is currently a gap and agreed that the planned approach being taken with service changes in the community could be adopted and used wider. GL will discuss with the group at its next meeting.

Action: GL

Following a query from AB about how we reach people who don't speak English as a first language, GL outlined the approach (taken with input from VAR) to target diverse communities.

Place Board thanked the Communications and Engagement Enabling Group for the good work and the drive being taken towards population behaviour change and look forward to receiving proposals around awards and recognition (including apprenticeships) and workforce key messages and principles for communicating change.

6 Place Plan Priorities Update – Quarter 1 2022/23

IA presented the Quarter 1 report reflecting delivery against transformation and enabling groups priorities. The position is similar to Quarter 4 last year with continued challenge around workforce, particularly in mental health with workforce deficit. Overall the position is positive. More performance detail will be received as we move forward.



Some queries across specific priority areas were raised by DR. In answering the queries, Members noted:

- that currently NHS England commissions the dental services, but NHS SY ICB is exploring taking delegation from next year. Although this will not increase resources in the service, it will allow for discussion around best use.
- the future offer for those with learning disabilities will be considered by Rotherham's Scrutiny Committee in November and will answer some of the queries raised.

SJ advised that the children and young people's service is currently exploring the concept of family hubs rather than developing them. The priority (CH4) will be amended to reflect this.

Members acknowledged the position at the end of Quarter 1.

7 Place Achievements (September period)

Members noted the achievements received this month for information. These can be shared in partner organisations. GL will consider how these can be shared with the public to link with behaviour change.

Action: GL

8 Terms of Reference – Rotherham Urgent & Emergency Care Group

IA reminded members that this group has been formed by the coming together of the Rotherham Urgent and Community Care Transformation Group and the Rotherham Accident & Emergency Delivery Board. The monthly meeting will consist of two parts to cover the performance and transformational elements of business.

Place Board noted that the terms of reference have been formally approved by the group and ratified the decision.

9 Feedback from the South Yorkshire Integrated Care Board

DR had attended the South Yorkshire Integrated Care Board meeting on 5 October 2022. He gave a brief summary of the business considered which included an update on the development of a plan for NHS SY ICB by December.

It was acknowledged that Rotherham is well represented on the Board with coverage across a range of priority areas.

10 Draft Minutes and Action Log from Public Place Board – 14 Sept 2022

The minutes from the September meeting were agreed as a true and accurate record. The action log was reviewed and up to date.

11 Communication to Partners

- Be the one campaign
- Suicide prevention training to be shared with partners (BA)
- Vaccinations encouragement to staff



12 Risks and Items for Escalation to Health and Wellbeing Board

There were no risks or items to escalate from Place Board.

13 Future Agenda Items:

Future Agenda Items:

- Rotherham Place Agreement & ToR sign off
- Anchor Institutions
- Health Inequalities Outcomes Framework
- Neurodevelopmental Pathway
- Enabling Group Updates Prevention and Health Inequalities
- Achievements
- Bi- Monthly Place Partnership Briefing

14 Date of Next Meeting

The next meeting is scheduled to take place on Wednesday 16 November 2022 in Elm Room, Oak House from 9.00am – 10.00am.

Membership

Chris Edwards (Joint Chair)	Executive Place Director/ICB Deputy Chief Executive	NHS South Yorkshire Integrated Care Board
Sharon Kemp (Joint Chair)	Chief Executive	Rotherham Metropolitan Borough Council
Ben Anderson	Director of Public Health	Rotherham Metropolitan Borough Council
Richard Jenkins	Chief Executive	The Rotherham NHS Foundation Trust (TRFT)
Shafiq Hussain	Chief Executive	Voluntary Action Rotherham
Kathryn Singh	Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)
Shahida Siddique	Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board
Dr Anand Barmade	Medial Director	Connect Healthcare Rotherham (GP Federation)
Dr Neil Thorman	Medical Director	Rotherham Primary Care Leadership Group

Participants

Cllr David Roche	Joint Chair	Rotherham Health and Wellbeing Board
lan Atkinson	Deputy Place Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
Sue Cassin	Chief Nurse, Rotherham Place	NHS South Yorkshire Integrated Care Board
Wendy Allott	Chief Finance Officer, Rotherham Place	NHS South Yorkshire Integrated Care Board
Dr Jason Page	Medical Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
Shahida Siddiqui	Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board



lan Spicer	Strategic Director, Adult Care, Housing and Public Health	Rotherham Metropolitan Borough Council
Suzanne Joyner	Director of Children's Services, RMBC	Rotherham Metropolitan Borough Council
Michael Wright	Deputy Chief Executive	The Rotherham NHS Foundation Trust
Lydia George	Strategy and Delivery Lead	NHS South Yorkshire Integrated Care Board
Gordon Laidlaw	Head of Communications	NHS South Yorkshire Integrated Care Board

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Minutes		
Title of Meeting:	Rotherham Place Board: ICB Business	
Time of Meeting:	10.15 – 11.00am	
Date of Meeting:	Wednesday 19 October 2022	
Venue: Elm Room, Oak House, Bramley, S66 1YY		
Chair:	Chris Edwards	
Contact for Meeting:	Lydia George: lydia.george@nhs.net/ Wendy Commons: wcommons@nhs.net	

Apologies:	Richard Jenkins, Chief Executive, TRFT Kathryn Singh, Chief Executive, RDaSH	
	Dr Neil Thorman, Primary Care Rep, Rotherham PC Leadership Group	
Conflicts of Interest:	providers/commissioners of services. However, no specific direct conflicts/declarations were made relating to any items on today's agenda.	
Quoracy:	No business shall be transacted unless at least 60% of the membership (which equates to 3 individuals) and including the following are present: (1) Executive Place Director and (2) Independent Non-Executive Member	

Members Present:

Chris Edwards (**CE**), (Chair), Executive Place Director – Rotherham Place, NHS South Yorkshire Integrated Care Board (ICB)

Wendy Allott (WA), Chief Financial Officer – Rotherham, NHS South Yorkshire ICB Ian Atkinson (IA), Deputy Place Director – Rotherham, NHS South Yorkshire ICB Sue Cassin (SC), Chief Nurse - Rotherham Place, NHS South Yorkshire ICB Dr Jason Page (JP), Medical Director, NHS South Yorkshire ICB

Participants:

Sharon Kemp (**SK**), Chief Executive, Rotherham Metropolitan Borough Council Shafiq Hussain (**SH**), Chief Executive, Voluntary Action Rotherham Ben Anderson (**BA**), Director of Public Health, Rotherham Metropolitan Borough Council

Michael Wright (**MW**), Deputy Chief Executive, The Rotherham NHS Foundation Trust Dr Anand Barmade (**AB**), Medical Director, Connect Healthcare Rotherham Lydia George (**LG**), Strategy & Delivery Lead - Rotherham, NHS South Yorkshire ICB Gordon Laidlaw (**GL**), Head of Communications, Rotherham, NHS South Yorkshire ICB Jacqui Tuffnell (**JTu**), Head of Commissioning, NHS South Yorkshire ICB Claire Smith (**CS**), Head of Commissioning, NHS South Yorkshire ICB Julie Thornton (**JTh**), Care Group Director, Rotherham, Doncaster & South Humber NHS Foundation Trust

In Attendance:

Wendy Commons, ICP Support - Rotherham, NHS South Yorkshire ICB



Item Number	Discussion Items	
1	Lung Health Checks	

Dr Jason Page updated members on the targeted lung health checks that are being rolled out in Rotherham. These are aimed at anyone who has ever smoked and is between the ages of 55-74 years of age which is around 26,000 people in Rotherham. It is anticipated that around 12,000 checks will be undertaken commencing in early November 2022. Phase 1 will be to Rotherham Central North and Wentworth followed in 2023 by Health Village, Maltby/Wickersley, Rother Valley South and Raven.

Eligible patients will be invited and communications will be planned locally to raise awareness of the programme and target underrepresented groups. A mobile CT truck will be sited at Parkgate, a convenient central location with free parking and easy access to public transport links, although some patients may need support to participate. Any abnormal findings will be reviewed and the patient referred onto the relevant secondary care pathway.

Members thanked JPa for the presentation and welcomed the approach. JPa is liaising with GL on the communications required. Place Board asked JPa to provide an update on progress in six months' time. Comms are planned locally.

Action: JPa/LG for agenda

2 Update on Primary Care Estate

Jacqui Tuffnell gave an update on the developments in Rotherham which included a 6000-patient new medical centre at Waverley which will be provided by The Gate. The head lease will be held by RMBC. The Outline business case has been submitted to NHS England and the full business case will be submitted in November 2022. If approved work will commence on site in January 2023 with completion expected in December 2023 for opening in January 2024.

Members were also informed of the expansion of Broom Lane Medical Centre to upgrade the building so that it is more fit for purpose and provide an additional eleven clinical rooms.

Other developments include the conversion of ex-pharmacy space at the Village Surgery, Thurcroft into new consultation rooms to be completed in April 2022 and the extension of the Greasbrough practice to support additional roles in PCNs and the primary care provision required for new housing developments.

Discussions are also taking place to find suitable solutions for GP sites on Wickersley roundabout which are no longer fit for purpose. Appropriate engagement will be undertaken with the local community.

Rotherham Primary Care Networks are working on their estates strategies and identifying priority areas to take account of around 120 additional roles in place and the request for services to be held in practices.

Place Board noted the excellent partnership working on estate utilisation, thanked JTu for the update and looked forward to being briefed on progress going forward.



3 Update on ICB Planning

IA described the approach to the ICB strategic plan, a 5-year plan which Place Board will receive to review and align with place delivery.

A time out has been planned to look at the architecture around the ICB plan which we should expect to receive by the end of March 2023.

The NHS England Operating framework which sets out the Government's delivery plan for the NHS is also expected to be published imminently.

4 Rotherham Place Performance Report

IA presented the new Rotherham Place performance report which it was noted is work in progress. From November it will have a different look as it is revised to align with South Yorkshire reporting. NHS England has introduced 18 new key performance indicators around integrated urgent care which will also be incorporated.

Cancer remains a challenge and there is further work to be done on diagnostics. To provide assurance, the Rotherham Place Leadership Team have committed to undertake target performance discussions on a monthly basis and will be reviewing the position in detail.

The referral to treatment (RTT) standard (92%) had not been met in August at 70.6%, a drop from the 72.9% July position. RTT is a concern across the South Yorkshire system, with 468 people who have been waiting for treating over 52 weeks, although it was noted that none of these were for The Rotherham NHS Foundation Trust.

Discussion followed about what impact the rising numbers of covid and staff fatigue will have on TRFT's recovery. Waits have increased significantly but Rotherham is in a comparatively good position against the national position.

It was acknowledged that the mortality ratio, which had previously been an area of concern for Rotherham was not included in the report. Although the position has improved, SC will consider whether to include mortality data in the quality assurance report.

Action: SC

Members noted the performance position.

5 Minutes and Action Log from 14 September 2022 Meeting

The minutes from the September meeting were accepted as a true and accurate record. The action log was reviewed and up to date.

6 Communication to Partners

Lung health checks and Primary Care estates presentations and the place performance report will be sent to Members to share within their own organisations.

Action: GL

7 Risks and Items for Escalation

None noted.



8 Future Agenda Items:

Future Agenda Items

- Rotherham Place Agreement & Place Board ToR sign off
- Medicines Management Annual Report
- Cost of Living Update (Nov)

Standing Items

Rotherham Place Performance Report

9 Date of Next Meeting

The next meeting will be held on Wednesday 16 November 2022 at 10.15am.



Membership

Chris Edwards (Joint Chair)	Executive Place Director/Deputy Chief Executive, ICB	NHS South Yorkshire Integrated Care Board
Wendy Allott	Chief Finance Officer, Rotherham Place	NHS South Yorkshire Integrated Care Board
Ian Atkinson	Deputy Place Director, Rotherham Place	NHS South Yorkshire Integrated Care Board
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